

***United States Court of Appeals  
for the  
District of Columbia Circuit***



**TRANSCRIPT OF  
RECORD**



# TRANSCRIPT OF RECORD.

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## Court of Appeals, District of Columbia

OCTOBER TERM, 1904.

No. 1422.

28

THOMAS E. WAGGAMAN, ADMINISTRATOR DE BONIS  
NON WITH THE WILL ANNEXED OF JAMES H. CAT-  
TEN, DECEASED, APPELLANT.

*vs.*

HENRY M. EARLE, ADMINISTRATOR DE BONIS  
WITH THE WILL ANNEXED OF WILLIAM E. EARLE,  
DECEASED.

AND

No. 1423.

HENRY M. EARLE, ADMINISTRATOR DE BONIS  
WITH THE WILL ANNEXED OF WILLIAM E. EARLE,  
DECEASED, APPELLANT.

*vs.*

THOMAS E. WAGGAMAN, ADMINISTRATOR DE BONIS  
NON WITH THE WILL ANNEXED OF JAMES H. CAT-  
TEN, DECEASED.

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APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.





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APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.

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# In the Court of Appeals of the District of Columbia.

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THOMAS E. WAGGAMAN, Adm'r, &c., Appellant,  
vs.  
HENRY M. EARLE, Adm'r, &c. } No. 1422.

and

HENRY M. EARLE, Adm'r, &c., Appellant,  
vs.  
THOMAS E. WAGGAMAN, Adm'r, &c. } No. 1423.

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a Supreme Court of the District of Columbia.

THOMAS E. WAGGAMAN, Administrator *de bonis non* with the Will Annexed of James H. Causten, Deceased, Complainant,  
vs.  
HENRY M. EARLE, Administrator *de bonis non* with the Will Annexed of William E. Earle, Deceased, Defendant. } No. 21962. In Equity.

UNITED STATES OF AMERICA, } ss:  
*District of Columbia,*

Be it remembered, that in the supreme court of the District of Columbia, at the city of Washington, in said District, at the times hereinafter mentioned, the following papers were filed and proceedings had, in the above-entitled cause, to wit:—

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T. E. WAGGAMAN, ETC., VS. H. M. EARLE, ETC., AND

1

*Bill of Complaint, &c.*

Filed January 2, 1901.

In the Supreme Court of the District of Columbia.

THOMAS E. WAGGAMAN, Administrator *de bonis non* with the Will Annexed of James H. Causten, Deceased,

*vs.*

HENRY M. EARLE, Administrator *de bonis non* with the Will Annexed of William E. Earle, Deceased.

} In Equity. No. 21962.

To the supreme court of the District of Columbia, holding an equity court for said District:

Complainant states as follows:

1. That on the 18th. day of April, 1885, he was duly appointed by this court, holding a special term for orphans' court business, administrator *de bonis non* with the will annexed of the estate of James H. Causten, deceased, and having duly qualified by giving the bond required received his letters, and has been acting in that capacity ever since.

H. Causten, deceased, and having duly qualified by giving the bond required received his letters, and has been acting in that capacity ever since.

2. The defendant is the administrator *de bonis non* with will annexed of William E. Earle, late of the District of Columbia, having been appointed by the same court, and duly qualified as such. The complainant sues in the capacity aforesaid, and the defendant is sued in his representative capacity.

3. Among the assets of the estate of said James H. Causten were certain papers, books, documents and records relating to the French spoliation claims which, at the time of complainant's qualification as such administrator, were in the custody of William  
2 E. Earle, the defendant's intestate. With a view of continuing in the possession of said papers and documents, and of obtaining the right to use the same in the prosecution of the claims to which they related, certain proceedings were had in this court, holding a special term for orphans' court business, looking to a contract between this complainant and said William E. Earle, and a decree was passed on the 1st day of May 1885, by said court directing the making of such contract between said parties.

4. Thereafter, on June 12th, 1885, this complainant, acting as such administrator, and by virtue of said decree, entered into a written contract with said William E. Earle, which was signed by complainant and said William E. Earle in duplicate, said contract having by decree of said court passed on the 5th day of June, 1885, been approved. A true copy of said contract is hereto annexed, marked Exhibit A., and prayed to be read and considered as a part of this bill.

5. The bond required by said decree, and referred to in said contract, was duly executed, approved by the court, and is on file in the office of the register of wills for said District.

6. After the making of said contract, said William E. Earle continued in the custody of said papers and used the same in the prosecution of said claim so far as cases in which he was so counsel were concerned, and also permitted the same to be used in cases in the hands of other attorneys, who associated said Earle with them in the prosecution of such claims.

3 Said William E. Earle was an attorney at law, a member of the bar of this court, engaged in general practice, and also largely engaged in the prosecution of said claims, and he continued to make use of said papers in the manner hereinbefore indicated until the time of his death, which occurred on the 13th. day of August, 1894. In the interval between the making of said contract and the death of said Earle he received a large number of fees, both by way of retainer upon his employment in various French spoliation claims, and by way of final compensation upon their final collection. He also made certain necessary expenditures for printing, but up to the time of his said death never rendered any account to complainant showing itemized statements of all fees received by him, and of all disbursements, a share of which, under said contract, was properly chargeable against the interest of the said Causten estate; nor did he pay to complainant each six months after the date of said contract the proportionate part of the fees due complainant's said estate, nor did he ever pay to complainant any amount under said contract. Complainant, from time to time demanded of said William E. Earle settlements, as provided for by said contract, and payment of the share of fees due by him to said estate, to which demand said William E. Earle replied by claiming that he was not, at the dates of said demands, indebted to said estate, by reason of the fact that certain disbursements made by him exceeded the amount of fees received. The validity of these disbursements and the right of said William E. Earle to charge them, in whole or in part, against the proportion of the fees due the Causten estate was denied by this complainant, who was then allowed by said William E. Earle to examine

4 certain books of account then exhibited by said Earle containing items of expense which said Earle claimed were chargeable against said estate. Having made such examination, this complainant notified said Earle that the statement of account, as contained in said books, was not accepted by him, and the accuracy thereof would be contested on final settlement. Said Earle was particularly informed by complainant that certain items, under the head of office expenses, attorney's fees and charges for expenses in connection with obtaining legislation, would be contested as not legitimate or proper charges, and that strict proof of the amount of fees received would be required. Said William E. Earle agreed that when the matter was in condition for a final accounting, or if not that, when other claims had been paid so as to make a partial



accounting, all said matters of difference, if not settled by agreement of the parties, could be otherwise adjusted by judicial proceedings. And so the matter stood until after the death as aforesaid of said William E. Earle, and the appointment and qualification of his administrator, the defendant hereto. Immediately thereafter complainant requested of the defendant a full accounting and settlement under said contract, which accounting the defendant, from time to time, promised to make, but the rendering of such account was postponed by said defendant, who suggested a variety of reasons as explaining his delay, such as unsettled cases and controversies with other attorneys, and the length of the account to be submitted. Complainant, through his counsel, continued his demands upon the defendant until finally, about November 3rd, 1900, said defendant submitted an account of some thirty typewritten pages, purporting to show a total of fees received by said William E. Earle and his estate of \$70,909.27, and claiming various disbursements for  
5 expenses, aggregating \$62,445.46, leaving a net profit of \$8,463.81, of which, under said contract, said Causten estate would be entitled to twenty-five per cent. Shortly after the receipt of said account complainant, through his attorney, notified the defendant in writing that said account was not accepted, and that its accuracy was disputed.

8. Complainant avers, upon information and belief, that said account, as rendered, is inaccurate in that the defendant has failed therein to charge himself with all of the fees, for which his intestate and himself are responsible under the terms of said contract, and has neglected to embrace therein retainers so received. Said account is also incorrect in that it embraces charges for disbursements for no part of which the said Causten estate is liable, and in items of expenditures for a proportion of which said Causten estate is liable, a larger amount is charged against it than is permitted by the terms of said contract, and other items of expense set forth in said account are illegal and not permissible in any accounting between this complainant and said William E. Earle, or his legal representative.

9. Complainant is unable to settle said account with the defendant, or adjust the matters of difference between them, and is without relief in the premises, except by the interposition of this court.

### *Prayers.*

Wherefore, complainant prays as follows:

- 6 1. That the defendant be required to make and file a full, true and accurate account of all moneys received by said William E. Earle in his life time, and by the defendant after his death, as fees for services in connection with the French spoliation claims, whether as retainers or final payments, and whether relating to cases prosecuted by said William E. Earle severally, or with others, and whether the said books and documents belonging to the

Causten estate were used or not, and that in such account the said defendant may be required to set forth with particularity the names of all persons from whom such fees were received, the case or cases to which the same related, and the dates of payment either to said William E. Earle, or to his representative after his death.

2. That the defendant may be required in such account to set forth all disbursements claimed by him, specifying date of payment, to whom paid, and upon what account.

3. That upon the coming in of such account, the same may be passed upon by the court with reference to the obligations of said William E. Earle and his estate under the terms of said contract, and that all claims of disbursement not authorized by the terms of said contract, or by law, may be rejected.

4. That upon final hearing a decree may be passed adjusting all matters of difference between the parties hereto, and decreeing the payment to complainant by the defendant of the amount finally determined to be due, with such interest as may be proper.

5. That if necessary this cause may be referred to the auditor of this court, with instructions to state an account between the parties hereto under the terms of said contract, and to report to this court for its further order in the premises.

6. That the rights of the parties hereto in respect to said books, papers and documents in the future may be determined in this cause, and the future custody thereof determined.

7. That complainant may have such other and further relief in the premises as the nature of the case may require.

To which end complainant prays for process against the said defendant, Henry M. Earle, administrator as aforesaid, requiring him to appear and answer the exigency of this bill.

THOS. E. WAGGAMAN,  
*Complainant.*

IRVING WILLIAMSON,  
W. J. MILLER,  
S. T. THOMAS,  
M. J. COLBERT,  
*Solicitors for Complainant.*

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## COMPLAINANT'S EXHIBIT A.

Filed January 2, 1901. J. R. Young, Clerk.

This contract made this 12th day of June, A. D., 1885, by and between Thomas E. Waggaman, administrator *de bonis non*, with the will annexed, of James H. Causten, deceased, duly appointed and qualified, acting in this behalf under and by virtue of a decree passed by the supreme court of the District of Columbia, holding a special term for orphans' court business, in the matter of said estate, on the 1st day of May, 1885, of the first part, and William E. Earle, of the second part, both of the District of Columbia, witnesseth:

Whereas said Earle is in possession of the books, documents, papers and records relating to the French spoliation claims, of which said James H. Causten died possessed and desires to continue in the custody thereof, to the end that the same may be used in the prosecution of said claims. And whereas said Waggaman, administrator as aforesaid, hath been authorized to enter into a written contract with said Earle, in respect thereof, substantially as set forth in said decree of May 1st, 1885. Now, therefore, in consideration of the premises, said parties agree as follows:

1. Said Earle is to have the custody and charge of said papers, books, documents and records, and the exclusive use thereof, until the final adjudication of all the cases in which the same shall be used in any manner as evidence or otherwise, with the privilege to said Earle of allowing the same to be used in cases in the hands of other attorneys who may associate him said Earle, in the prosecution thereof.

9        2. True books of account shall be kept by said Earle of all retainers and fees received, or which shall hereafter be received by him, and also all expenses attending the prosecution of the French spoliation claims in which he shall be engaged as counsel, or otherwise, which books of account shall be open at all times to the inspection of said administrator, or his successor in office.

3. In consideration of the use of said books, papers, documents and records, said Earle shall pay to said Waggaman, administrator as aforesaid, or his successor in office, twenty-five (25) per cent. of all fees received, or which shall hereafter be received by him in each case, after deducting from all such fees received, or which shall hereafter be received by him the proper expenses incurred by him, since the passage of the act of Congress referring said cases to the Court of Claims, in the prosecution of said French spoliation claims, such as clerk hire, printing, advertising, office rent, and the compensation of other attorneys necessarily associated with him, and in whose compensation said Earle does not share. And settlements between said Earle and said Waggaman, administrator as aforesaid, or his successor in office, shall be made every six months, and the proportionate part of said fees due said administrator, shall be paid over to said administrator or his successor in office, at such settlement.

4. In further consideration of the use of said books, papers, documents and records, it is further agreed by said Earle that said payment of twenty-five (25) per cent. shall be made to said administrator, or his successor in office, upon the fee of said Earle in all cases relating to said French spoliation claims prosecuted by said Earle severally or with others whether the said books, papers,  
10        documents and records shall be used as evidence, or in enlightening the counsel engaged in such cases or not.

5. All amounts heretofore or hereafter received by said Earle as retainers or advances for expenses shall be first applied to the payment of the expenses referred to in the third paragraph of this

contract, and such retainers or advances shall not be divided between said Earle, and said administrator or his successor in office, until the final settlement under this contract.

6. This contract shall be in full force and effect upon the execution by said Earle of the bond required by said decree, the approval thereof by the court, and the ratification of this contract by the court.

In witness whereof said parties have hereunto set their hands in duplicate, the day and year aforesaid.

THOS. E. WAGGAMAN,  
*Administrator de bonis non with the Will Annexed*  
*of James H. Causten.*

WM. E. EARLE.

Witness:

IRVING WILLIAMSON.

11

Filed January 2, 1901.

Supreme Court of the District of Columbia, Holding a Special Term  
for Orphans' Court Business.

*In re* Estate of JAMES H. CAUSTEN, Deceased.

It is this 5th day of June 1885 ordered by the court that upon the signature of the parties to the above contract, and the approval of the bond therein referred to, this contract stand approved.

A. B. HAGNER,  
*Associate Justice.*

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*Answer.*

Filed March 5, 1901.

In the Supreme Court of the District of Columbia.

THOMAS E. WAGGAMAN, Administrator *d.*  
*b. n. c. t. a.* of James H. Causten, De-  
ceased,

*against*

HENRY M. EARLE, Administrator *d. b.*  
*n. c. t. a.* of William E. Earle, De-  
ceased.

In Equity. No. 21962.

To the supreme court of the District of Columbia, holding an equity  
court for said District :

In answer to the bill of complaint filed herein, the defendant,  
Henry M. Earle, respectfully states as follows:

First. The defendant admits the allegations contained in para-  
graphs one, two, three, four, five and six of the plaintiff's bill.

Second. In answer to the seventh paragraph defendant admits the statements therein contained, relative to the prosecution of said claims by William E. Earle, and that he received certain fees and made certain expenditures as therein stated, and that no payment was made to the complainant on account of the same, for the reason stated in said paragraph, viz: that it was agreed by and between the said William E. Earle and complainant that when other fees had been paid so as to make a partial accounting of such matters, all differences would be settled by agreement, or otherwise,

13      between the parties. The defendant further admits that the matter thus stood until he was appointed and qualified as administrator, which was in — 1895, but denies positively that any settlement of a contract between the complainant and said William E. Earle was demanded at the time alleged, nor were any fees collected until sometime subsequent to March 4th, 1899, and the defendant therefore states, that the allegation to the effect that an account was promised by him, from about the time of his appointment as administrator, to about November 3rd, 1900, is absolutely false and untrue. Soon after the appropriation of March 4th, 1899, and a collection of a small part of the fees thereunder, the complainant, through his attorney, demanded an accounting, which the defendant promised to make, and did make as soon as was practicable; and the defendant states that the allegation "that he sug-

fees collected have been omitted therefrom, and states that neither the complainant, nor any representative of his has ever sought information from him concerning same, nor stated any such objection as alleged, or inspected the books and accounts as invited so to do.

And in further answer defendant states, that no retainers were mentioned in said account, for the reason that most of said retainers are according to the contracts between said Earle, and the claimants by him represented, to be deducted from the fees, thereby being returned to the parties who paid them; and for the further reason that by the terms of paragraph five of said contract, between the late William E. Earle and Thomas E. Waggaman, the subject of retainers is not to be considered until final settlement between the parties thereto.

15 The defendant further denies the allegations in said paragraph contained, concerning the disbursements stated in said account.

Fourth. In answer to the ninth paragraph, the defendant says that the allegations contained therein are wholly false and untrue, and avers the fact to be that he offered to adjust any matters of difference between the parties to this action, in any manner that may by the complainant herein, or his counsel be suggested.

And in further answer defendant submits that he is now, and at all times has been ready and willing to do whatever may be neces-

plainant, through his attorney, demanded an accounting, which the defendant promised to make, and did make as soon as was practicable; and the defendant states that the allegation "that he suggests a variety of reasons explaining the delay," is untrue; and in further answer thereto defendant avers that it was at all times understood that it was impossible for him in person to make said accounting, as he was not aware of the details concerning same, and was obliged to depend upon Mr. Theodore J. Pickett, who had charge of the accounts, under the said William E. Earle, from about the time that the said contract with the Causten estate was made, and owing to the fact that the said Theodore J. Pickett was engaged in collecting the fees under said appropriation, and preparing cases, which he was obliged to do under the terms of the said contract, and for the further reason that this work was delayed by considerable litigation, with other attorneys who had an interest in said fees.

14 That a number of said fees were not collected until about November, 1900, and it was useless to file said account until same was complete. The defendant admits that he was notified through the attorney for complainant, that the account was not accepted, but denies that any reason was given for same as alleged, but states that he immediately informed the counsel for complainant that the account was, in his opinion, correct in every detail, and that he would be glad, however, if there was any question concerning it, to co-operate in any way that would result in the fullest information and a satisfactory settlement; that no further reply was received from complainant or his counsel, but that this suit was filed.

Third. In answer to the eighth paragraph of complainant's bill, defendant denies that said account is inaccurate, or that any of the

may by the complainant herein, or his counsel be suggested.

And in further answer defendant submits that he is now, and at all times has been ready and willing to do whatever may be necessary in the premises.

Wherefore, having fully answered, defendant prays that the bill be dismissed and that he may go hence with his proper costs.

HENRY M. EARLE,  
*Administrator d. b. n. c. t. a. of William E. Earle.*

JOHN C. GITTINGS,  
JOHN J. LORDAN,  
*Solicitors for Defendant.*

DISTRICT OF COLUMBIA, ss :

I, Henry M. Earle, being first duly sworn according to law deposes and says: I have read the foregoing answer by me subscribed as administrator, and the facts therein stated as true are personally known by me to be true, and those stated upon information and belief I believe to be true.

HENRY M. EARLE.

Sworn and subscribed to before me this 2nd day of March, 1901.

JOHN R. SHIELDS,  
*Notary Public, D. C.*

[SEAL.]



*Replication.*

Filed April 26, 1901.

Supreme Court of the District of Columbia.

THOS. E. WAGGAMAN, Adm'r, &c.,	} Equity. No. 21962.
vs.	
HENRY M. EARLE, Adm'r, &c.	

The complainant hereby joins issue on the answer of the defendant.

IRVING WILLIAMSON,  
*Solicitor for Complainant.*

*Order Referring Cause to Auditor.*

Filed April 20, 1901.

In the Supreme Court of the District of Columbia.

THOMAS E. WAGGAMAN, Administrator <i>de bonis non</i> with the Will Annexed of James H. Causten, Deceased,	} Equity. No. 21962.
vs.	
HENRY M. EARLE, Administrator <i>de bonis non</i> with the Will Annexed of William E. Earle, Deceased.	

On motion of counsel for the complainant, with consent of counsel for the defendant, it is this 20th day of April A. D. 1901, ordered that this cause be and the same is hereby referred to the auditor of this court with directions to state an account between the complainant and the defendant upon the pleadings and such proofs as may be produced before him.

By the court—

A. C. BRADLEY, *Justice.*

I consent to the above :

JOHN C. GITTINGS,  
*Counsel for Defendant.*

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*Report of Auditor.*

Filed November 13, 1902.

In the Supreme Court of the District of Columbia.

THOMAS E. WAGGAMAN, Administrator of  
James H. Causten, Deceased, Complain-  
ant,

vs.

HENRY L. EARLE, Administrator of William  
E. Earle, Deceased, Defendant.

No. 21962. Equity.

This cause is referred to me to state the account between the parties. After due notice, I proceeded with the reference and return herewith the testimony, vouchers and exhibits submitted in proof.

The bill of complaint in this cause is based upon a certain contract made between the said Thomas E. Waggaman, as administrator and the said William E. Earle, bearing date of the 12th of June 1885. This contract recites that at its date the said Earle was in possession of the books, documents, papers and records relating to the French spoliation claims of which James H. Causten died possessed, and that the said Earle desired to continue in the custody thereof for use in the prosecution of said claims. The contract then provides that said Earle should have the custody and charge of the said papers &c. and the exclusive use thereof, with certain privileges not material here. The contract provides that true books of accounts should be kept by Earle of all retainers and fees received and of all expenses attending the prosecution of the said claims, said books to be opened at all times to the inspection of the said Waggaman, administrator, or his successor in office. In consideration of the

18 use of the said books and records, it was agreed that Earle should pay to Waggaman, administrator or his successor, twenty-five per cent. of all fees received after deducting the proper expenses incurred by him in the prosecution of claims, such as clerk hire, printing, office rent, advertising and the compensation of other attorneys necessarily associated with him, the settlements between the said Earle and Waggaman to be made every six months, and the part of said fee due said Waggaman to be paid over to him or his successor at such settlements.

By congressional action the French spoliation claims, as they have always been termed in the history of the matter, were referred to the Court of Claims, and they were there prosecuted. After hearing in that court, findings of the court were made in a large number of the cases in favor of the claimants and transmitted to Congress for appropriation. By an act passed on the 3rd of March 1891 Congress appropriated the several sums of money found to be due the claim-

ants by the Court of Claims in a number of the said cases, including cases prosecuted successfully by the said Earle; and with a few exceptions the sum so appropriated to these cases were collected and the fees received by Earle, entirely in some of the claims and partially in others, it appearing that in many cases Earle was associated with counsel procuring claims for prosecution or by arrangement with the claimants was required to associate with himself other counsel in their prosecution and in these cases the gross fee earned was necessarily divided between Earle and the other parties. A full list of the fees received by Earle in the said cases will be found in Schedule B herewith, showing those cases in which Earle received the entire fee and the cases in which and the manner in which the gross fee was diminished or divided in such manner as to leave him only a part of the fee.

19 It will be noted that the schedule contains a description of claims in connection with which no fee is stated. The explanation appears in the schedule. In some of these cases the requirement of Congress or of the court as to identification of parties entitled to receive the fund has not been complied with, and therefore the claim has not been collected. In other cases the names appear in this schedule with the notation "Not Earle's case." The names appear in this schedule for the reason that counsel for the complainant at the beginning of the reference filed a schedule or list of claims produced from the records of the Court of Claims in which these names appear, but it is sufficiently established that Earle never had any connection with these claims as attorney or otherwise.

Subsequently other claims were prosecuted by Earle in the Court of Claims, and findings had which were transmitted to Congress as before for appropriation. Several efforts were made by Earle during his lifetime, and by his representatives after his death, to procure an appropriation for these claims and findings but without success until the act of Congress passed on the 3rd. of March 1899, when a second appropriation was made to cover the second batch of findings transmitted by the Court of Claims.

In the meantime, on the 13th of August 1894, the said William E. Earle died testate, and the will being admitted to probate and record, letters testamentary were issued to Mary Orr Earle, as executrix. On the 23rd of November 1894 the said executrix made a contract with Henry M. Earle to continue the prosecution and collection of the said claims, with authority to retain and associate other attorneys with himself in the said prosecution and collection of said claims or the interest therein of the said William E. Earle, or his estate. On the same date the said Henry M. Earle executed  
20 a contract with William T. S. Curtis and Theodore J. Pickett of Washington, whereby the said Henry M. Earle and the said Curtis and Pickett agreed to continue the prosecution and collection of the French spoliation claims and the interest of the said Earle therein, and that as to such of the said claims as, prior to the

date of this contract, had been reported by the Court of Claims to either house of Congress for appropriation, the said Curtis and Pickett should receive from the net fees that would be payable to the said William E. Earle were he alive, or to his estate, thirty per centum, to be equally divided between them, and as to such of the said claims as had not been so reported the said Curtis and Pickett were to receive fifty per centum of the net fee or fees that would be payable to the said William E. Earle, if alive, or to his estate, the said fifty per cent. to be equally divided between the said Curtis and Pickett.

Under the appropriation of March 3rd. 1899 sundry fees have been collected and received by the estate of the said William E. Earle, as enumerated in Schedules C. and D. herewith, to which, as regards the receipt of the whole or part of the gross fees, the remarks made herein as to Schedule B. would equally apply.

An account was presented in this reference purporting to be a statement of all fees collected by the said William E. Earle, and by his estate after his death, together with a detailed statement of costs and expenses incurred in the prosecution of the said claims, for which credit is claimed by the said estate in this accounting. Objection is made to a number of these claims for credit, especially to the expenditure for rent, some of the items for advertising and to a

21 considerable claim of credit for payments to Innis N. Palmer for services rendered as translator. I do not find these objections sustained upon reference to the provisions of the contract and the proof as to these expenditures. The office space for which rent was paid was evidently needed for the transaction of the business in connection with these claims, and the other expenses were largely in the discretion of Mr. Earle as to their necessity and reasonable character of the cost. Many of the records necessary for use in the prosecution of these claims were in a foreign language and their translation a matter of necessity in preparing the cases for submission to the court. General Palmer was a noted linguist and rendered these services, and I do not find that the amounts paid therefore have been beyond a reasonable limit.

Among the claims for credit are some of a class which stands by itself, and to these claims a very earnest objection was interposed by counsel for the parties interested and a considerable extent of testimony had been taken on this point. These claims for credit are for moneys alleged to have been paid by Mr. Earle to several parties in efforts to secure from Congress appropriation for the findings of the Court of Claims first transmitted to Congress. These payments aggregate nearly \$20,000. while the entire amount of fees received by Mr. Earle under the appropriation act of March 3rd. 1891 was less than \$40,000.

One of the objections made in the premises is the want of sufficient proof of these expenditures; and this also applies to a number of other items of credit claimed in the account presented by the defendant. The testimony submitted on this point by the defendant includes that of Mr. Pickett, who was employed by Mr. Earle during

almost the entire period of his prosecution of these claims, and who gives his recollection of the several transactions to which he  
22 was, as such employee, a party or witness. He produces and identifies a book kept by or under, the direction of the said William E. Earle during his life, and by his estate afterwards, in which these several items of expenditure appear to be entered under their proper dates. Objection was made to this book upon several grounds, namely; that it does not come within the provisions of law as to the evidence of books or original entry, that they are not books of a merchant, and that the entries are not sufficiently sustained by testimony. Referring to the provisions of the contract, it is stipulated therein that true books of account should be kept by said Earle of all the fees received and of all expenses attending the prosecution of these claims, and that these books should be open at all times to the inspection of the complainant or his successor in office. It is established in proof that these books, such as they are, were kept in accordance with this contract stipulation and were subject to examination or inspection by the complainant or his counsel, and were so examined upon several occasions. While the entries in these books may not be as full and comprehensive as might be desirable to intelligently inform the complainant of the conditions of the business from time to time by mere inspection, I must hold that being kept under the said contract stipulation, they are to a certain extent made evidence here by the said act of the parties to the contract; and, admitting them as evidence in connection with the testimony here, I find the claims so credited for the several expenditures presented by the defendant to be sufficiently established.

There is a further objection to the claims for payment of moneys to the several parties named, for services in efforts to secure  
23 the appropriation by Congress of 1891, upon the ground that the employment and payment of parties exclusive for services of that character is contrary to public policy and discountenanced by the courts. On this point I hold that a line must be drawn between the rendition of legal services and those which may be termed the exercise of personal influence or persuasion. In this case some of the parties so employed and paid were lawyers, and it is in proof that by some of them briefs and arguments were prepared and submitted to the several committees of the two houses of Congress having in charge the matter of the appropriation. The claims for these payments I think should be allowed, while the claims for payments for other than legal services should be excluded from allowance, which is the course which I have adopted in this accounting. It is also claimed that the amounts paid for legal services in this respect are excessive, but I think the matter of amount was largely in the discretion of Mr. Earle who was immediately co-versant with the conditions and necessities of the case, and I must presume that he did not willingly pay unreasonable charges in the premises.

There is another feature of this case which is not without its right to consideration here, and that is that no determined effort was made

by the complainant or those interested under him, to secure an accounting from Mr. Earle during his lifetime. While Mr. Earle was in default as to the stipulations of the contract requiring timely accounting and payment to the claimant, the latter is subject to the charge of laches for his delay in the prosecution of his rights, whereby the defendant is deprived of the benefit which might have been realized from the personal evidence of Mr. Earle.

24       Objection is also made to the claims of credit for costs of proceeding against Clark and others; but on examination I hold the defendant entitled to this credit. The proceeding seems to have been in the exercise of a reasonable judgment and the costs and expenditures therein not excessive in view of the necessities and conditions of the case.

A further claim is made in behalf of the defendant which was the subject of additional testimony taken after the reference was first closed. Under the agreement between Henry M. Earle and Curtis and Pickett of November 23, 1894, the defendant claims to have paid the said Curtis and Pickett a sum equal to thirty per centum of the fees received by the estate of William E. Earle under the appropriation of March 3, 1899, amounting to \$15,164.78. To this claim vigorous objection was made by the counsel for the complainant and additional testimony here was taken for the purpose of showing what services were rendered by these two gentlemen in connection with the collection of the fees due to William E. Earle or his estate, upon the claims included in the appropriation act of 1899. It will be remembered that as to all of these claims, the cases in the Court of Claims had been prosecuted to conclusion and findings in favor of the claimant by the court, had been transmitted to Congress, prior to the death of William E. Earle. All subsequent services rendered in relation to these claims were in the direction of securing from Congress an appropriation of the sum necessary for their payment. There was one additional class of work imposed upon the attorneys for the complainant in relation to some of the claims, that is to say the necessity of satisfying the Treasury Department of the identity of the claimants or parties entitled to receive the money. The said Henry M. Earle represented the estate of the

25       said William E. Earle to a certain extent in the making of the said contract with Curtis and Pickett and himself and by the said contract agreed in conjunction with the said Curtis and Pickett to continue the collection of these claims and of the interest of the estate of William E. Earle therein. So that we have three competent attorneys engaged in the work of endeavoring to secure from Congress an appropriation for these claims.

After a very careful consideration of the conditions as they appear in the proof, I am of the opinion that the service in question, did not require the time and attention of these three gentlemen, and that it would not be just to impose the burden of the payment to them upon this case in such manner as to diminish the small fund which will be found due and payable to the complainant. Mr.

Henry M. Earle acting as the attorney for the estate would have been competent alone to have performed the service in question, but clearly it could have been performed with the co-operation of one of the two other parties to the contract. I have therefore in the accompanying account allowed credit for one-half of the said thirty per centum which is in my judgment a liberal allowance for the present accounting.

In the first account presented here by the defendant credits are claimed for "retainers returned." These retainers were certain sums advanced by the claimants to Mr. Earle for expenses with an agreement that when the claims were collected the retainers should be returned. It is evident that unless the defendant is charged with the receipt of the retainers no credit should be given for their return.

This reference has occupied a very considerable amount of time, the issues raised being of very considerable importance and very thoroughly and ably presented by counsel on both sides in oral argument and in memoranda and briefs presented. The result of my conclusions will be found in "Schedule A" herewith, made up in part from "Schedules B., C. and D." as to the fees collected, and upon the proofs furnished as to the credits claimed.

JAS. G. PAYNE, Auditor.

27

## SCHEDULE A.

*The Estate of William E. Earle in Account with Thomas E. Waggaman, Administrator.*

## DR.

To fees received by William E. Earle under appropriation of March 3, 1891 as per Schedule B.....	\$38,745.70
To fees received by the estate of William E. Earle under appropriation of March 3, 1899, as per Schedule C.....	32,431.54
To fees received by the estate of William E. Earle under the appropriation of March 3, 1899 as per Schedule D.....	15,745.10
Received by the said estate in settlement with Geo. S. Boutwell and Geo. A. King of claims included in the appropriation of March 3, 1899.....	2,000.00
	<hr/>
	\$88,922.34

## CR.

By paid Stewart and others under award of arbitrators.....	\$793.62	
" paid one-half of arbitrators' fees.....	500.00	
" paid Curtiss and Pickett for services in claims under appropriation of March 3, 1899.....	7582.39	
	<hr/>	
(Amounts carried forward).....	\$8876.01	\$88,922.34

28

## Schedule A.

## Account continued.

(Amounts brought forward).....	\$8876.01	\$88922.34
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CR.

By office rent from August 1, 1885, to August 1, 1893.....	3448.17	
" paid Wm. T. S. Curtiss.....	6150.00	
" paid J. T. Pickett.....	10400.00	
" paid other office expenses to July 15, 1893.....	18332.15	
" paid office expenses from said date to November 1, 1900.....	1993.39	
" W. T. S. Curtiss for depositions.....	190.00	
" Omer D. Conger & Son for legal services before committees.....	2000.00	
" Philip B. Thompson for same.....	2500.00	
" Dudley & Michener for same.....	2000.00	
" L. B. Clarke.....	700.00	
" costs and expenses in suit against Clarke.....	2133.80	
	<hr/>	58723.52
Net balance of fees.....		\$30198.82
Auditor's fees and testimony.....		350.00
		<hr/>
		\$29848.82

To the complainant twenty-five per cent...	\$7462.20
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JAS. G. PAYNE, Auditor.

29

## SCHEDULE B.

*Statement of Fees Received by William E. Earle under Act of Congress Approved March 3, 1891.*

Harrison Allman.....	\$778.33
Thomas Amory.....	192.80
Francis Amory.....	987.31
Nathan Bond.....	6.24
W. H. Boardman.....	47.17
Benjamin Bussey.....	27.67
John Bradish, not paid.	
Baltimore Insurance Co., " "	
Samuel Brown, " "	
3—1422A	



Moses Brown.....	5.84
Peter C. Brooks.....	
James Carrie.....	268.33
John Carrere.....	414.35
W. W. Corcoran .....	12.35
John Codman.....	13.84
William Duncan.....	1,214.18
Cornelius Durant, not Earle's.	
John Dunlap.....	92.84
Nathaniel Fellows.....	2,187.76
	<hr/>
	\$12,445.60

## 30 Schedule B (con.).

Brought from preceding page.....	\$12,445.60
David Green.....	322.80
Nicholas Gilman.....	2,-30.99
Joshua Hilton.....	2,004.25
Samuel Hollingsworth.....	773.57
Jabez Huntington.....	895.77
Edward Holbrook.....	525.17
John C. Jones.....	378.45
Henry Lee, not paid.	
Alexander Mactier.....	172.50
William Mackey.....	42.67
Nicholas Ownings.....	737.42
Beale Ownings.....	445.92
Thomas Perkins, not collected.	
James Prince.....	41.67
S. W. Pomeroy.....	122.16
George W. Riggs.....	12.36
William Robb.....	988.75
William Respars.....	552.50
	<hr/>
	\$20,500.55

## 31 Schedule B (con.).

	\$20,500.55
Thomas Stewart.....	1,587.50
Richard Smith.....	12.36
Comfort Sands.....	1,317.35
William Stamwood.....	557.02
Francis Smith.....	1,558.33
William Smith.....	83.34
Richard Toppan.....	232.70
Thomas Tanant.....	671.49
Israel Thorndike.....	8.30
Richard Veitch.....	4,940.50
Abner Wood.....	179.24

Thomas Willock.....	935.00
Gabriel Wood.....	2,307.20
John Wells.....	13.84
Arnold Wells, Jr.....	9.68
Arnold Wells.....	27.66
Marston Watson.....	1,182.24
Jeremiah Yellot.....	1,495.04
Crowell Hatch.....	434.74
Matthew Cobb.....	218.09
Benjamin Cobb & others.....	132.03
Daniel Sargent ".....	341.50
	<hr/>
	\$38,745.70

JAS. G. PAYNE, Auditor.

32

## SCHEDULE C.

*Statement of Fees Received by the Estate of William E. Earle under the Appropriation of March 3, 1899.*

Thomas Amory.....	\$500.00
James Barry.....	2,125.50
Nathan Bond.....	67.50
John Cawper.....	37.16
John Caldwell.....	2,358.31
F. F. De La Roche.....	2,787.75
Edward Durant.....	474.25
Nathaniel Fellows.....	985.77
Nicholas Gilman.....	291.44
John Granberry.....	21.70
Benjamin Homer.....	185.88
Samuel Meeker.....	150.05
John Proudfit.....	1,737.75
Thomas Stewart.....	1,515.48
John Storer.....	2,642.00
Wm. L. Sontag.....	6,172.12
Thomas Willock.....	34.69
	<hr/>
	\$22,087.35

33

## Schedule C.

	\$22,087.35
James Gardner.....	1,208.48
Chandler Price.....	106.47
James Carson.....	204.00
William McDonald } .....	588.20
Adam Tunno } .....	2,540.13
John Turnbull } .....	84.20

W. H. Boardman .....	166.67
Philip Besson .....	1,931.66
William Davis .....	82.66
David Green.....	187.50
Daniel Jackson .....	297.25
John C. Jones.....	183.33
William Leach.....	298.16
Nathan Leach.....	10.50
Josiah Obear.....	113.71
Samuel W. Pomeroy.....	195.29

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\$30,285.32

34

## Schedule C.

	\$30,285.32
Joseph Rodgers.....	144.44
William Smith.....	166.67
Israel Thorndike .....	83.64
Arnold Wells, Jr.....	90.33
John Wells .....	66.66
Peter C. Brooks.....	1,593.41

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\$32,431.54

JAS. G. PAYNE, Auditor.

35

## SCHEDULE D.

*Statement of Fees Collected from the Receivers in Cause No. 20,409, Equity,  
Being for Claims Included in the Act of Congress of March 2, 1899.*

## Claim of—

James A. Buchanan.....	\$537.83
W. B. Buchanan .....	4,283.56
Isaac Causten .....	57.17
John Carrere.....	1,370.24
John Cornwell .....	1,005.67
Cumberland Dugan.....	175.00
Charles Ghequiere.....	449.08
John Hillen .....	114.33
John Hollins.....	1,460.90
John Holmes .....	1,415.26
Alexander McKim.....	174.69
William McCreery.....	114.33
Henry Payson .....	57.17
William Patterson.....	1,270.88

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\$12,486.11

## 36

Schedule D (con.).

Samuel Smith .....	\$12,486.11
Henry Schroeder, not collected.	1,323.96
William Van Wyck.....	702.91
Samuel Williams.....	184.75
Benjamin Williams.....	192.26
Joseph Williams.....	202.07
Joseph Young.....	653.04
	<hr/>
	\$15,745.10

JAS. G. PAYNE, *Auditor.*

37

WAGGAMAN  
vs.  
EARLE.

TUESDAY, *June* 11, 1901—10:30 a. m.

Hearing pursuant to notice.

Present: Mr. Irving Williamson, Mr. S. T. Thomas, and Mr. W. J. Miller for the complainant; Mr. Gittings for the defendant.

Mr. Thomas offers in evidence the original contract between Thomas E. Waggaman, administrator *d. b. c. &c.*, and William E. Earle, bearing date of June 12, 1885, in regard to the use of the Causten papers, approved by the orphans' court, Judge Hagner. Marked Complainant's Exhibit No. 1.

FRED C. KLEINSCHMIDT, having first been duly sworn, testified as follows.

By Mr. THOMAS:

Q. You are employed where, Mr. Kleinschmidt? A. I am file clerk in the Court of Claims.

Q. I wish you would look at this document, being a list of about 236 French spoliation cases in the Court of Claims and state whether at my request you made that list or not? (Handing witness paper.)

A. Yes sir; that is the list made by Mr. Harner and myself; he did the typewriting; he is my associate at the Court of Claims.

Q. From what was that list made? A. It was made from the docket of the court and the records of the findings in the French spoliation cases.

Q. And this list shows the number of the case, the name of the claimant, and the amount of the judgment of the findings? A.

Yes, sir.

38 Q. Whose cases were these? A. Those were Mr. Williams  
E. Earle's cases.

Q. Were they all his cases? A. All embraced in that list were Mr. Earle's cases when they were decided.

Q. Do you mean all of those cases? A. Yes sir; decided and certified to Congress prior to March 3, 1899.

Mr. THOMAS: I offer this list in evidence.

Mr. Gittings objects to the paper as not being competent proof, and, after discussion, the auditor suggests that the paper might be accepted and filed as showing certain entries in the dockets of the Court of Claims, that is to say, the number, name of the claimant, and the amount of the judgment.

Mr. Gittings withdraws his objection to the admissibility of the paper in connection with the testimony of Mr. Kleinschmidt, and it is filed and marked Complainant's Exhibit No. 2.

### Cross-examination.

By Mr. GITTINGS:

Q. You say this paper was made up from data you furnished your associate? A. Yes, sir.

Q. Do you know whether or not it is correct? A. It is as correct as it can be, sir; it is very accurate, although it is not certified by the court; the only thing missing is attestation by the court.

Q. What I mean is this, did you go over it afterwards to ascertain whether it was correct or not? A. Yes sir.

39 Q. You say this contains the findings of the court and the amount that was certified to Congress for appropriation? A. Yes, sir.

Q. This does not show whether or not the appropriation was made for these claimants, does it? A. No, sir; it does not.

Q. Is there anything on this account that will show that these appropriations were made by Congress? A. On that account?

Q. On this account. A. No, sir.

Q. In other words, it is simply a record of the docket showing the findings in the Court of Claims in the cases in which William E. Earle appeared as attorney of record? A. Yes, sir.

Q. You do not know whether other attorneys appeared with William E. Earle before the Court of Claims? A. No, sir.

Q. There is nothing on file showing that? A. No sir; not to my knowledge.

Q. There is nothing on file to show whether or not other attorneys were interested in these claims? A. I notice in some of these cases (examining list) I have marked below the case the name of F. P. Clark, and there may be one or two more who came in after the case was certified to Congress.

40 Q. They came in after Mr. Earle's decease by order of the court? A. Yes, sir.

Q. I see one here, No. 386, "J. M. Wilson substituted in 1899." A. Well, the list shows all those. There was Mr. Wilson, Mr. Clark and Mr. J. E. Semmes of Baltimore. Messrs. Curtis and

Pickett. I do not remember them all now, every substitution appears on that list.

Q. Where there is more than one attorney in a case before the Court of Claims the court only recognizes one attorney do they not?

A. They only recognize one attorney, as, for instance, take the firm of King & King, they are only recognized as one person, or firm.

Q. Take this for example, say Mr. Thomas, Mr. Williamson and myself appearing for a claimant, only one of us could appear as counsel of record in the case? A. That is true; yes, sir.

S. T. THOMAS, having first been duly sworn, testified as follows:

I have compared this list with the appropriation bills by Congress for the payment of findings of the Court of Claims in French spoliation cases and have checked on the margin in red ink the claims allowed under the act of 1891, which will be found in the 27th volume of the Statutes at Large, page 897 and along there. Those checked in lead pencil will be found in the act entitled "An act for the allowance of certain claims for stores and supplies reported by the Court of Claims under the provisions of the act approved March 3, 1883, and commonly known as the Bowman act, and for  
41 other purposes," approved March 3, 1899. I file a copy of this act.

Marked Complainant's Exhibit No. 3.

I also offer in evidence the record and proceedings in equity cause No. 20409, in the supreme court of the District of Columbia between Henry Earle, administrator &c. against John Stewart and others, for the purpose of showing French spoliation claims in connection with Mr. Earle that were in litigation in that case.

By Mr. THOMAS: We now call upon the defendant to produce the fee agreement between the late William E. Earle and the claimants named in this list (Compl't's Ex. 2) as checked with lead pencil and with red ink.

Mr. GITTINGS: That is, the ones appropriated for under these two acts?

Mr. THOMAS: Yes, sir.

Hearing adjourned until Monday, June 17, 1901: 10 a. m.

WAGGAMAN }  
 vs. }  
 EARLE.

TUESDAY, *June* 25, 1901—10:30 a. m.

Hearing pursuant to adjournment.

Present: Messrs. Thomas, Irving Williamson, William J. Miller and Mr. Gittings.

THEODORE J. PICKETT, having first been duly sworn, testifies as follows:

By Mr. GITTINGS:

Q. You are a member of the bar of the District of Columbia?

A. Yes, sir; and also a member of the bar of the Court of Claims.

Q. State what your connection with the firm of William E. Earle was prior to his death, in relation to these first claims?

42 A. I was in Mr. Earle's office, a part of the time as clerk, and was afterwards associated with him as counsel.

Q. While you were there who kept the books of Mr. Earle? A. I did.

Q. What became of the contracts that were in Mr. Earle's possession, and their names? A. We have those contracts in our possession now.

Q. Whom do you mean by "we"? A. Mr. Curtis and myself.

Q. Now I hand you a list of cases in controversy between Mr. William E. Earle and the claimants in this cause, marked Complainant's Exhibit No. 2; state whether you have examined that list and whether you have the contracts? A. (List handed to witness.) I have examined this list and I have such of the contents as I could find; some of them have been mislaid, and there are one or more of them in which I have a distinct recollection of never having seen even in Mr. Earle's lifetime.

Q. Have you the contracts from the *ines that* in your possession? A. Yes sir.

Q. State whether or not any contracts were in the physical possession of Henry M. Earle as administrator? A. All the papers were left in the possession of myself and Mr. Curtis; he never had any of the papers relating to these claims.

Q. These are the contracts are they? (Showing witness bundle of papers.) A. Yes sir. In a number of cases mentioned in that list you have, Mr. Earle had no contract with the original  
 43 claimants, his agreement being with the associate counsel; as a matter of convenience they have always been designated as "Baltimore cases," "South Carolina cases," "Florida cases" and some others which do not occur to me at present; there were several other cases of the same kind.

Q. Now, taking this list we will take the act of 1891 first, case 3543 of John C. Jones \$1500———. I haven't that in my memorandum of the act of 1891; I did not put down the number of the case.

Q. Have you got that case? A. I have got the case of John C. Jones.

Q. Have you the contract? A. No sir; that is a case in which Shellabarger & Wilson and the late Samuel Stevens were the attorneys together with William E. Earle. All those contracts are in the possession of A. A. Hoehling, Jr., executor of Samuel Stevens, who is now in Europe; they never were in the possession of Mr. Earle although his name is mentioned in the contract.

Q. Are you familiar with the contents of those contracts? A. Yes, sir.

Q. What is the amount of the fee in the contract in the Jones case? A. The fee in the Jones case was 15 per cent. where he had claims as the underwriter in the office of Peter C. Brooks. Where he had similar claims in the office of Joseph Taylor the fee was 50 per cent. Peter C. Brooks and Joseph Taylor were the keepers of underwriters' offices in Boston in the days in which these claims arose, and John C. Jones was one of the underwriters in their offices.

44 The reason that there was a fee of 50 per cent. in the Taylor office was that the case had been taken in the Brooks office at the low figure of 15 per cent., and as his claims were not considered large in the Taylor office it was recommended that the fee there should be 50 per cent. so as to average it up. I make this statement for the reason that 50 per cent. is a large fee in these cases and I know of no other case in which there was such a fee; it is very often less than half of that.

Q. Do your books show the net amount that came in the hands of William E. Earle under that contract? A. Yes.

Q. State what it is? A. Under the act of 1899?

Q. Under the act of 1891, the Jones case. Were there other appropriations for Jones in 1891 other than \$500? A. Yes, sir; there was this appropriation for Jones 1891.

Q. State the net amount of those appropriations that came into the hands of William E. Earle? A. Under the act of 1891, brig Fortune, Tuck, \$1500; ship Accepted Mason, Delano \$640; brig Mary, Choate, \$500.; schr. Phoenix, Babson, \$1,000; brig. Sally, Cruft, \$500; brig Beneral Wayne, Allen \$509.40. If the auditor wishes I can also give the number of the case in the Court of Claims.

The AUDITOR: It is just as counsel desire as to that.

The WITNESS: All those cases which I have just mentioned were cases in Brooks' office in which the fee was 15 per cent. Under the act of March 3, 1899, John C. Jones received three appropriations, schr. Amory, Oliver \$300; ship Hettie Jane, Neill, \$500; those two were in the Taylor office—brig Bettie Bradish, \$1,000. in the Brooks office.



45 By Mr. GITTINGS:

Q. Now, Mr. Pickett, you have stated the fee here 15 per cent.; what was Mr. Earle's portion of that? A. One-third, and one-third of the fifty per cent. also about which I explained.

Q. State whether or not you and Mr. Curtis had any interest in that claim? A. Yes, we had an interest in the appropriation made under the act of 1899, not under the act of 1891.

Q. Take the case of Marston Watson? A. Which act?

Q. 1891. A. Marston Watson appears under the act of 1891 with three appropriations.

Q. State what they were? A. They were the schr. Industry, Hawkes, \$6,555; schr. Phoenix, Babson, \$10,846.57; ship Eliza, Odell, \$332.

Q. Have you the contract? A. I have not. That is one of the contracts which we designate as a Shellabarger, Wilson and Stevens case; it involved William E. Earle and Samuel Stevens.

Q. What is the amount of the fee in that contract if you know? A. I have not got in on this list, but I can state what it is by referring to this book. (Indicating small ledger.)

Q. State what it is? A. Twenty per cent.

Q. And one-third went to Mr. Earle? A. Yes, sir.

Q. Now, the case of Nathaniel Fellowes? A. Nathaniel Fellowes, \$1,000 under the act of 1891,—

46 Q. How many? A. Each number, or each amount—the several names of the ships. A. Schr. Industry, Hawkes \$1,000; ship Accepted Mason, Delano, \$700; brig Fortune, Tuck \$1,000; brig Mary, Choate \$500; schr. Neutrality, Gray, \$600; brig. Marcus, Miles, \$210; schr. Phoenix, Babson, \$2,000; brig. Sally, Cruft, \$3,000; ship Speculator, Billings, \$1,433.75; brig Ruby, Bartlett, \$1,000; ship Eliza, Odell, \$664; brig. General Wayne, Allen, \$1,018.80. I have the contract here relating to the Nathaniel Fellowes case.

Mr. THOMAS: Let us see it.

Witness produces contract.

The WITNESS (referring to answer to question on page as to whether he and Mr. Curtis had any interest in the claim of John C. Jones): I meant Mr. Curtis and myself succeeded Mr. Earle. Mr. Curtis and myself have no interest in any of these claims under the act of 1891 because Mr. Earle was then alive and conducting his own business. I had a contingent interest in the bills passing through my hands.

I will also state that Mr. Fellowes' case is one in which Mr. Earle is attorney alone and the fee is 25 per cent. but there was a rebate of one-third to Mr. Williamson, an attorney of Boston, Massachusetts.

The witness produces the contract.

Q. Take up the case of Peter C. Brooks? A. Peter C. Brooks received an appropriation under the act of 1891. I have them all added up on this book (referring to small ledger previously mentioned), but I have not got them on the memorandum, or I can read them all by item.

47 The AUDITOR: I suppose counsel wants the names in each case.

The WITNESS: Schr. Industry, Hawkes, \$3,000; schr. Delight, Curtis, \$4,000; brig Fortune, Tuck \$2,000; brig Mary J. Choate, \$500; ditto \$500; ditto \$500; ditto \$500; ditto \$500; ditto \$500; schr. Neutrality, \$600; schr. Neutrality, \$600; brig Marcus, Miles \$1201; schr. Phoenix, Babson, \$2500; brig Mary, Ross, \$5460; brig Sally, Cruft, \$9900; ship Farmer, Freeman \$1850; ship Speculator, Billings, \$867.50; schr. Elizabeth, Trott, \$1600; brig. Ruby, Bartlett, \$2,000; ship Eliza, Odell \$2739; brig General Wayne, Allen, \$3456.40.

Q. Is that all? A. That is all under the act of 1891.

Q. Have you the contract? A. I have.

Q. Produce it please? A. (Witness produces contract.) (Continuing:) That is a case also in which Shellabarger, Wilson and Stevens are interested.

By Mr. GITTINGS:

Q. State the amount of the fee and the net interest of Mr. Earle in it. A. Mr. Earle's interest in that case was either two-thirds or one-half; I am not positive at this time. (The witness states that he will produce the contracts with Messrs. Shellabarger, Wilson and Stevens if they are in his possession.)

48 Q. The case of James Prince. A. There was an appropriation under the act of 1891 for the estate of James Prince on the schr. Phoenix, Babson, \$500. That was a Shellabarger, Wilson & Stevens case; Mr. Earle's interest in it was one-third; the fee was 25 per cent.

— Cornelius Durant? — The claim of Cornelius Durant was one in which Mr. Earle was not the attorney.

Q. He was not the attorney of record? A. No, sir.

Q. Had he any interest in it? A. I think Mr. Earle did have an interest in that; but it was a matter of no moment as the amount has never been collected.

Q. Do you know why? A. The act of March 3, 1891, provides that the Secretary of the Treasury shall pay only on the certificate of the Court of Claims to the party in whose favor the appropriation is made, or those representing the next of kin of the original decedent; the next of kin of Cornelius Durant has never been found.

Q. Take the case of Thomas Stewart? A. Thomas Stewart received an appropriation under the act of 1891 on the ship Theresa, Brown, of \$6,350. I have in my possession the contract.

Q. Produce it? A. (Witness produces the contract referred to.)

Q. What is the amount of the fee? A. The amount of the fee is 25 per cent.

Q. What was Mr. Earle's interest in that fee? A. (Examining ledger.) Nobody appears but Mr. Earle; he has all the fee.

49 Q. Samuel Hollingsworth? A. Samuel Hollingsworth received an appropriation under the act of 1891 on the schr. Little Peg, Auld, \$5,960.50 schr. Two Brothers, Fry \$2,384.57 and the schr. Nancy, Black, \$1,969.12. The fee was 25 per cent., Mr. Earle received one-half thereof; I have not the contract exactly, but have letters from Messrs. John and David Stewart who got the case which show the claims taken to Mr. Earle; I produce those letters. (Handing to counsel.)

Q. State whether or not that comes under the contract with the Baltimore attorneys? A. I think not; it was one of the cases secured by Messrs. Stewart, as I understand, prior to the arrangement between Mr. Earle and the gentlemen whom we designate as the Baltimore associates.

Q. William Resspass? A. He received an appropriation on the Nancy Black, of \$2,210. The fee was 25 per cent. I have the contract which I produce.

Q. What was Mr. Earle's net fee in that case, if you know? A. Mr. Earle was the sole attorney and got all of the fee.

Q. Comfort Sands? A. Comfort Sands received an appropriation on the ship Light Horse, Hoff master, \$7,318.66. I have the contract and produce it. The fee was 25 per cent. on which there was a rebate of 7 per cent. to Mr. Bayliss, a lawyer of New York who secured the case, leaving Mr. Earle's net fee 18 per cent.

— Joshua Hilton? A. Joshua Hilton received an appropriation on the ship Accepted, Mason, of \$8,017. The contract if one  
50 has ever been formally entered into has been lost. I produce, however, original memoranda in the handwriting of Mr. Earle, showing what the fee was; it was made at the time I was a clerk in Mr. Earle's office; I assisted him in those matters and I know it to be correct. The fee was 25 per cent.

Q. Is that net to Mr. Earle? A. Mr. Earle was the only attorney in the case.

Q. Samuel Brown? A. Samuel Brown received an appropriation under the act of 1891, but he declines to accept it on the proviso as to next of kin attached to the appropriation act and the amount, therefore, has never been collected and is still in the Treasury to his credit. I have the contract; I can produce it if wished and I can state the amount of it.

Q. Was that the only appropriation for him in which Mr. Earle was interested? A. He has one other appropriation amounting to over \$10,000 in which Mr. Earle has no fee, and which also Mr. Brown has declined to draw from the Treasury. The contract is here if you wish it.

Mr. THOMAS: Let us see the contract.

The WITNESS: I produce the contract. Mr. Brown has much

more outstanding than he has received an award for at the late term of the Court of Claims if they succeed in getting other awards for other claims for him.

By Mr. GITTINGS:

Q. Thomas Amory? A. Thomas Amory received two appropriations under the act of 1891, to wit, brig Sally, Cruft, \$300; ship Eliza, Odell, \$664. I have the contract and produce it. Mr. Earle is the only attorney in that case.

Q. I notice, in Complainant's Exhibit No. 2, case No. 3439, an appropriation of a thousand dollars—— A. Thomas  
51 Amory?

Q. Yes. Is that correct? A. Yes; but not under the act of 1891. I notice there is an error there,—the appropriation under the act of 1891 as given by me above. The appropriation of the one thousand dollars was under the act of 1899, and there were two appropriations under the last named act.

Q. William Mackay? A. William Mackay received an appropriation under the act of 1891 on the brig Mary, Choate, \$500. This is one of the Shallabarger, Wilson & Stevens cases. The fee was 25 per cent.; Mr. Earle's interest was one-third.

Q. Nicholas Ownings? A. Nicholas Ownings—that was an appropriation under the act of 1891 of the brig Two Sisters, \$5,638.25 and the schr. Sisters, Bradish, \$682.50. This is a Baltimore case; the fee was  $33\frac{1}{3}$  per cent.; Mr. Earle was to have one-half. None of these Baltimore contracts for fees were in the possession of Mr. Earle to my knowledge; I have, however, an original memorandum by Mr. Earle showing what his fee is, and I produce it; it is in his handwriting with which I am perfectly familiar and the time when it was made.

Q. Have you the copy of the contract with the Baltimore attorneys? A. Not in my possession, not here with me, but I will produce it.

Q. Jeremiah Yellot? A. Jeremiah Yellott received an appropriation under the act of 1891 on the schr. James, Gunnell, \$7,176.34 and the brig Two Sisters, Hubbart \$5,638.25. This was a Baltimore case; the fee was  $33\frac{1}{3}$  per cent.; Earle received one-  
52 half. I have no contract or no memorandum relating to it.

Q. Alexander Mactier? A. Alexander Mactier received an appropriation under the act of 1891 on the ship Triumph, McConnell, \$2,300. This is a Baltimore case; the fee is 25 per cent.; Mr. Earle received one-half of it. I produce the original letter from Mr. Frank P. Clark dated May 1, 1891, transmitting to Mr. Earle his fee.

Q. James Carrie? A. James Carrie received an appropriation under the act of 1891 of \$2,300. This also is a Baltimore case; the fee was  $33\frac{1}{3}$  per cent. I produce a letter of David Stewart of the firm of John and David Stewart to John Carrere, who were the Baltimore association, transmitting to Mr. Earle his fee. In this letter

is also included the John Carrere case, which is also a Baltimore case and also mentioned in that list I assume, for which there was an appropriation on the brig Mary, Boyle, \$2207, and on the schr. Eutaw, Smith, \$1344.50. The fee was  $33\frac{1}{3}$  per cent., and is transmitted by Mr. David Stewart in the letter above referred to and including both the cases.

Q. Thomas Tuckerson? A. Thomas Tuckerson you will find marked on that exhibit there as one of the appeal cases.

Q. Has Mr. Earle any interest in it? A. I cannot tell whether he had or not; it was one of the Boutwell cases, and Mr. Earle had an agreement with him as to those cases, but I do not find Thomas Tuckerson under it. I will state that Mr. Earle had no tangible interest in that case.

53 Q. Thomas Tenant? A. Thomas Tenant received an appropriation under the act of 1891 on the sloop Cicero, Taggart, of \$8,953.18. This is a Baltimore case; the fee is 25 per cent., Mr. Earle's share is one-half, and I produce letter from Frank P. Clark dated April 23, 1891, transmitting to Mr. Earle his fee. That paper attached there (indicating) is in Mr. Earle's handwriting, and it has always been attached to the letter.

Q. Richard Veitch? A. Richard Veitch received an appropriation under the act of 1891 on the brig Virginia, Butts of \$19,762. The contract has been mislaid; the fee was 25 per cent.; Mr. Earle was the attorney alone. They have other cases still pending.

Q. W. W. Corcoran? A. W. W. Corcoran. Mr. Corcoran received an appropriation under this act on the brig Virginia, Butts, of \$79.00. I do not find the contract. The fee was 25 per cent. and James M. Johnston received from Mr. Earle nine and three-eighths per cent. of the award.

Q. George W. Riggs? A. The George W. Riggs case is the same as Mr. Corcoran's; he received exactly the same appropriation under the act of 1891, James M. Johnston receiving  $9\frac{3}{8}$  per cent. of the award.

Q. Richard Smith? A. My answer is repeated as to the above two cases, each of the three receiving \$79.09 from the appropriation. This and the two preceding cases are exactly alike.

Q. William Duncan? A. William Duncan received an appropriation under the act of 1891 on the schr. Lucretia, Grant,  
54 of \$10,407.27. It is a Baltimore case and the fee was  $33\frac{1}{3}$  per cent.; Mr. Earle was entitled to one-half, and I produce the original memorandum showing what his fee was; that is all there is of it (indicating); it was made at the time and is in Mr. Earle's handwriting.

Q. Henry Lee? A. Henry Lee received an appropriation under the act of 1891 for the ship Hope, Rogers, of \$2432; it was a Baltimore case and has never been collected owing to the failure to establish the existence of any next of kin of the original claimant.

Q. William Smith? A. William Smith received an appropriation under the act of 1891 upon the ship Speculator, Billings, of

\$1,000. That is a Shellabarger, Wilson & Stevens case; the fee was 25 per cent. of which Mr. Earle's share was one-third; the contract is in the possession of Mr. Holding.

Q. William H. Boardman? A. William H. Boardman received an appropriation upon the ship Speculator, Billings, of \$400 and the ship Eliza, Odell, \$166, which is one of the cases described for convenience as a Shellabarger, Wilson & Stevens case. The fee was 25 per cent.; Earle received one-third; the contract is with Mr. Holding as I have heretofore explained.

Q. Samuel W. Pomeroy? A. Samuel W. Pomeroy received an appropriation under the act of 1891 upon the ship Speculator, Billings, of \$600 and the ship Eliza, Odell, \$166, which is also a Shellabarger, Wilson & Stevens case; the fee was 25 per cent.; Mr. Earle received one-third.

55 Q. Francis Amory? A. Francis Amory received an appropriation for the ship Eliza, Odell, of \$12,341.40. That is also a Shellabarger, Wilson & Stevens case. Earle received one-third. I cannot state at this time what the fee was. The contract is in the possession of Mr. Holding.

— Nicholas Gilman? A. Nicholas Gilman received an appropriation under the act of 1891 on the ship Eliza, Odell, of \$332. This case was one either of Shellabarger & Wilson or of Earle and Samuel Stevens. I cannot state with certainty what the fee was. The contract is in the possession of Mr. Holding. I say what I do about the Gilman case because there appears to be a little confusion about the provision under the acts of 1891 and 1899 as he received appropriations under both and before testifying I wish to see how the matter stands.

Q. John Codman? A. John Codman received an appropriation under the act of 1891 on the ship Eliza, Odell, of \$166. That was a Shellabarger, Wilson & Stevens case, but I am not positive as to what the fee was; Early received, however, one-third of it, and I can supplement the answer to this question a few days hence if it is wished.

Q. Israel Thorndike? A. Israel Thorndike received an appropriation under this act of \$83 on the ship Eliza, Odell. That also is a Shellabarger, Wilson and Stevens case; the fee was 25 per cent., Mr. Earle received one-third.

56 Q. David Greene? A. David Greene received an appropriation on the brig Sally, Cruft, \$500; sloop Farmer, Freeman, \$3,638 and the ship Eliza, Odell, \$166. That was a Shellabarger, Wilson & Stevens case; the fee is 25 per cent. There was a rebate of  $2\frac{1}{2}$  per cent. to some person in Boston. Earle received one-third of the net fee.

Q. John Welles? A. John Welles received an appropriation on the ship Eliza, Odell, of \$166, which also is a Shellabarger, Wilson & Stevens case. The fee was 25 per cent.; Earle received one-third.

Q. Thomas Perkins? A. Thomas Perkins received an appropria-

tion on the ship Eliza Odell, of \$166. It is a Shellabarger, Wilson & Stevens case. I have no memorandum showing what the fee is. The amount has never been collected and is now in the Treasury of the United States.

Q. Arnold Welles, Jr.? A. Arnold Welles, Jr., received an appropriation on the ship Eliza Odell, of \$332; it is a Shellabarger, Wilson & Stevens case; the fee is 25 per cent. of which Earle received one-third.

Q. Moses Brown? A. Moses Brown received an appropriation on the ship Eliza, Odell, of \$66.40. It was a Shellabarger, Wilson & Stevens case. Earle was entitled to one-third of the fee. The memorandum I have here does not state what the fee was, but the contract can be produced.

Q. Nathan Bond? A. Nathan Bond received an appropriation of \$83 on the ship Eliza, Odell. This was a Shellabarger, Wilson & Stevens case. The fee was 22½ per cent.; Earle received one-third.

Q. Benjamin Bussey? A. Benjamin Bussey received an appropriation of \$332 on the ship Eliza, Odell, it is a Shellabarger, Wilson & Stevens case. The fee was 25 per cent.; Earle received one-third.

57 Q. Abner Wood? A. Abner Wood received an appropriation on the brig Ruby, Bartlett, of \$2,150.79. It is a Shellabarger, Wilson & Earle case; the fee was 25 per cent. of which Mr. Earle received one-third.

Q. Jabez Huntington? A. Jabez Huntington received an appropriation of \$3,583.09 on the schr. Elizabeth Trott, I have the contract and produce it. The fee is 25 per cent. Mr. Earle was the sole attorney.

Q. John Weatherby? A. That is not one of Mr. Earle's cases.

Q. Did he have any interest in it? A. Not that I know of. John Weatherby is the administrator of Tisdale is he not?

Q. Yes. A. I have not got anything on here.

Q. You say Mr. Earle does appear as the attorney of record? A. Not to my knowledge, and if he had I would have known it.

Q. William Stanwood? A. William Stanwood received an appropriation on the brig Hope, Toppan, of \$2,785.11. The fee was 25 per cent. Messrs. Baker, Baker & Cornish received one third of the fee. I find no contract, but I produce original memorandum by Mr. Earle showing the fee. I am acquainted with the firm of Baker, Baker & Cornish and am in correspondence with them now.

Q. State how this memorandum was made up by Mr. Earle  
58 if you know? A. When we were getting the warrants for the payments of the appropriation Mr. Earle would take the warrant and figure his fee and transmit the warrant with drafts attached for his fee. This is how these memorandums were made.

Q. In other words, he would attach his draft for the amount of his fee to the warrant and send to the claimant? A. Yes. Most of them were made by Mr. Earle when I was sitting by him assisting



in getting the figures for them. A great many of the figures on these memoranda that have been submitted were made by me.

Q. John Stuart receiver of the Baltimore Insurance Company?

A. The Baltimore Insurance Company received two appropriations—brig Mary, Boyle \$11,000, schr. Emily W. Emerson, \$12,860. That is a Baltimore case, the fee was 25 per cent. and, of course, as explained before I have not the contract, but I produce the letter of Frank P. Clark dated May 1, 1891, transmitting to Mr. Earle his fee. This letter has a memorandum on the back of it of my own made at the time.

Q. John Bradish? A. John Bradish received an appropriation of \$3,414.50; it was a Baltimore case; I do not know what the fee is, but it has never been paid and is still in the Treasury of the United States awaiting the proof of the next of kin.

Q. Beale Owings? A. Beale Owings is a Baltimore case; he received an appropriation on the schr. Emily, Emmerson, of \$3,822.12; the fee was one-third, Earle received one-half of it. Being a Baltimore case of course the contract is not in my possession, but

59 I produce an original memorandum made by myself at the time showing what the fee was. These cases are all covered by the Baltimore contract anyhow, but in that memorandum we notify the Baltimore parties of our fee.

By Mr. THOMAS:

Q. What was Earle's fee? A. Earle's fee was \$637.02.

By Mr. GITTINGS:

Q. Harrison Allmand? A. Harrison Allmand received an appropriation on the schr. Bethia, Lanier, of \$3,113.33; the fee was 25 per cent.; I have the contract and produce it.

Q. Francis Smith? A. Francis Smith received a contract on the schr. Bethia, Lanier, of \$6,233.33. I have the contract and produce it.

Q. Who were the attorneys in the last two mentioned cases? A. Earle was the sole attorney in both the Francis Smith and Harrison Allmand cases.

Q. Were there any rebates? A. No, unless shown by the contract.

Q. Thomas Willock? A. Thomas Willock received an appropriation on the Bethia Lanier of \$6,233.33. I have the contract and produce it; the fee was 25 per cent. There is an original memorandum attached to this contract both in Mr. Earle's handwriting and my own; it shows the fee to have been \$1,558.33 of which two fifths went to W. H. Burrows associate attorney, and left a net fee of \$925.

Q. William Robb? A. William Robb received an appropriation of \$8,475 on the schr. Hero, Hammett. This is a Baltimore case; Earle's fee was \$1412.50. I produce an original memorandum by Frank P. Clark, dated April 24, 1891, showing the fee.

60



Q. Charles F. Hunt? A. Well, Earle had an interest in that, although he is not the attorney of record. There were several of these cases in which there was *was* an arrangement between Earle and George S. Boutwell and George A. King, both of Boston. I can testify to the whole of them, but not by item.

Q. Were there any other fees received from Mr. Earle in cases which are not shown by this Complainant's Exhibit No. 2 under the appropriation act of 1891? A. Well, there is the case of John Dunlap, brig Hope, Toppan, an appropriation of \$1856.74. Mr. Earle received a fee of 5 per cent. on that amounting to \$92.84. There is also the case of Richard Toppan, brig Hope, Toppan; the appropriation was \$4,654.11. Mr. Earle received a fee of \$232.70 net from the attorney of record. Mr. Earle had a contract or arrangement, mostly verbal although there are some letters referring to it, with Messrs. Boutwell and King; under that he received on the case of Crowell Hatch a fee of \$434.74; on the case of Matthew Cobb, \$218.09; on underwriters in the Brooks office a fee of \$132.03; on underwriters in the Taylor office a fee of \$341.50. George S. Boutwell is the attorney of record in the cases under which those fees were paid, and they were paid Mr. Earle as compensation for work he did in the cases.

Q. You have fully stated all the fees that Mr. Earle received under the act of 1891? A. I think so; I do not know of any that have been omitted; I have not checked them here; I have just testified to them as you asked. I do not think any are omitted, but I can tell when I read over my testimony.

61. Hearing adjourned until Tuesday, July 1, 1901—p. m.

TUESDAY, *July* 2, 1901—2 p. m.

Hearing pursuant to adjournment.

Present: Mr. Gittings, for the complainant, Mr. S. T. Thomas and W. J. Miller for the defendant.

Direct examination of THEODORE J. PICKETT continued.

By Mr. GITTINGS:

Q. Mr. Pickett take up the appropriation of 1899 and state whether there is an appropriation for the benefit of Nicholas Gilman and whether you have a contract with Nicholas Gilman? A. Yes; there was an appropriation under the act of 1899 for the estate of Nicholas Gilman on the schr. Alert, \$300, and on the ship Betsy, \$198, on the brig Betsy, \$1,000. and on the ship Hettie Jane, \$1,000. This contract is made between the representative of the estate of Nicholas Gilman and Samuel Stevens and William E. Earle; the fee was 33½ per cent. of the appropriation of 1899; \$249.80 of the fee was paid to Horace S. Cummings, who was connected with the case and who was instrumental in Samuel Stevens and William E. Earle being retained in the case. The balance of the fee was divided between the estate of Earle and the estate of Samuel Stevens.

Q. Was this a contract in which Shellabarger, Earle & Wilson was interested? A. There appears to be some confusion about that and

62 I really do not know how it stands at this time, but I think under the act of 1891 I have it down as a Shellabarger & Wilson case and under that act it seems that a part of the fee was paid to Shellabarger & Wilson and Samuel Stevens. Mr. Stevens was alive then and there seems to have been some arrangement about which I know nothing so far as that case is concerned; nothing was paid to Shellabarger & Wilson under the act of 1899.

Q. In whose possession is the contract. A. The contract was in the possession of Mr. Hoehling the executor of Samuel Stevens.

Q. Estate of Arnold Welles, Jr.? A. There was an appropriation under the act of 1899 on the Alert, \$400, ship Betsy, \$36, brig Friendship, \$300. This is a case in which Shellabarger & Wilson are also attorneys; the fee was 25 per cent.; the contract of course is in the possession of Mr. Holding.

Q. What was Earle's proportion? A. One-third.

Q. Josiah Obear? A. There was an appropriation to the estate of Josiah Obear on the brig Betsy, Obear master, of \$1705.68; the fee was 25 per cent. There was a rebate of 5 per cent. Shellabarger & Wilson were the attorneys also and Mr. Holding consequently would have the contract.

Q. Who was the rebate made to? A. The contract will show, but I think it was made to the administrator.

Q. And Earle's interest was one-third of 20 per cent.; is that correct? A. Yes, sir.

Q. Nathan Leach? A. There was an appropriation to Nathan Leach on the ship Betsey, Obear of \$126. The fee was 25 per cent., and it is also of the class designated as Shellabarger & Wilson cases, Earle's fee being one-third.

63 —. Peter C. Brooks? A. There was an appropriation to the estate of Peter C. Brooks, under the act of 1899 of \$21,245.42. This appropriation was not paid under that act for the reason that the Treasury Department held that by the wording of the act the estate was not entitled to it, but there was a subsequent appropriation made covering the said amount under the general deficiency appropriation act of March 3, 1901. The fee was 15 per cent. and I have produced the contract. Shellabarger & Wilson, but not Samuel Stevens were in this case.

Q. Does that include all the claims in which the Peter C. Brooks estate was interested under the act of 1891? A. Under that act, but not all he was interested in.

Q. I mean all that were appropriated for under that act? A. All that were appropriated for.

Q. Can you name the several amounts that were appropriated for the benefit of the estate of Peter C. Brooks under the act of 1899?

A. Yes sir; schr. Thankful, \$2,000, brig Vulture, \$1500, sloop Fox, \$400, sloop Nancy \$1,000. brig Caroline, \$5,402.50, schr. Jane, \$2,700;

brig Betsey, \$3,000; brig Hiram, \$414, sloop Federal George, \$2,341.86. schr. Sea Flower, \$487.06.

Q. You say that was appropriated for under the general deficiency bill of 1901? A. Yes; paid under that act.

64 Q. Estate of Thomas Stewart? A. There was an appropriation to this estate under this act on the ship Hettie Jane of \$6,061.93. I have testified to this case before and have produced the contract.

Q. Estate of William Smith? A. There was an appropriation for this estate under this act on the schr. Thankful and ship Hettie Jane in the sum of \$1,000 each; the fee was 25 per cent. and it belongs to the Shellabarger & Wilson class of cases.

Q. Any rebate? A. It does not appear so. (Examining book.)

Q. Benjamin Homer? A. Benjamin Homer received an appropriation on the ship Hetty Jane of \$500 and on the schr. Sea Flower of \$243.53. The contract appears to be mislaid; I do not have it. We collected 25 per cent. and it is one of the cases in which Mr. Earle appears as sole attorney.

Q. Thomas Amory? A. Thomas Amory received an appropriation on the schr. Alert and on the ship Hettie Jane of \$1,000 each. I have produced the contract in my former testimony.

Q. David Greene? A. David Greene received an appropriation on the schr. Thankful and the ship Hetty Jane of \$1,000 each, and on the sloop Fox \$500, in all \$2500. It is of the class of cases known as the Shellabarger & Wilson, and the contract is in the possession of Mr. Holding.

Q. Do you know the amount of the fee? A. The fee was 25 per cent., but there was a rebate of  $2\frac{1}{2}$  per cent. of the award.

Q. What would that leave the net contract? A. It left 65 Shellabarger & Wilson, Samuel Stevens and William E. Earle a net fee of \$552.62, \$180.50 each.

Q. James Scott? A. James Scott was not one of Mr. Earle's cases.

Q. Had he any interest in it? A. Not that I am aware of.

Q. Did the Earle estate collect any fee? A. No, claimed none.

Q. John C. Jones? A. John C. Jones received an appropriation on the Alert, \$300 and on the Hetty Jane, \$500, on the brig Betsy, \$1,000. In this case the fee was 15 per cent. on the cases known as the Brooks office cases to which the brig Betsy belonged, and in the cases known as Taylor office cases the fee was 50 per cent. to which the Alert and Hetty Jane belonged, I have testified on my first examination why the fee was arranged this way.

Q. William H. Boardman? A. His estate received an appropriation under this act on the Thankful, \$400, on the Fox, \$300, on the Betsy \$1,000 on the Endeavor, \$300. The fee was 25 per cent, and it is one of the cases known as the Shellabarger & Wilson cases; Earle received one-third of the fee.

Q. John Caldwell's estate? A. This estate received an appropriation of \$12,412.17 on the brig Hope, George master; the fee in this case was 25 per cent. of which M. M. Parker received 5 per cent. of

the fee and Francis Parsons one-fifth of Mr. Earle's net fee, these two gentlemen being connected with the case, as shown by the contract which I now produce.

Q. What is the amount of the fee? A. The fee was \$3,103.04, of which \$155.15 was paid to Mr Parker and \$589.58 was paid  
66 to Mr. Parsons, leaving a net fee to the Earle estate of \$2,358.31.

Q. Nathaniel Fellowes estate? A. This estate received appropriations on the Thankful, \$1300, on the Hope, \$1,000, on the Vulture, \$1,000, on the Nancy, \$1,000, on the Friendship \$700, on the Jane, \$500, on the Hiram, \$414. I have heretofore testified as to this case and produce the contract.

Q. Samuel Willys Pomeroy's estate? A. This estate received an appropriation on the Hope \$1,000, on the Fox, \$500, on the Alert, \$600, on the Sea Flower, \$243.53. This is one of the cases belonging to the Shellabarger & Wilson class, and I have also heretofore testified to this case.

Q. Nathan Bond? A. Nathan Bond received an appropriation on the Thankful, \$400, on the Hope \$500. This also belongs to the Shellabarger & Wilson class and I have heretofore testified regarding the fee.

Q. William Leach? A. William Leach received an appropriation on the Alert of \$3,577.88. The fee in this case was 25 per cent.; it belongs to the Shellabarger & Wilson class and of course the contract is in the possession of Mr. Holding.

Q. Any rebate? A. There does not appear to have been any. Shellabarger & Wilson, the estate of Samuel Stevens and the estate of Mr. Earle each received a fee of \$298.16.

Q. Arnold Welles, Sr.? A. Arnold Welles, Sr., received no appropriation under the act of 1899; he did receive an appropriation under the act of 1891; but this "senior" is probably Arnold Welles, "junior" who did receive an appropriation under the act of 1899 and to which I have testified.

67 Q. I hand you now Complainant's Exhibit No. 3; kindly look at the last line of page 40, case No. 4685, and state what appropriation that is? A. The bill itself says Arnold Welles jr., \$400, on the schr. Alert, Jacob Oliver master, as I have in this examination previously stated that he did receive such an appropriation.

Q. Charles Ghequiere—state whether or not there is an appropriation for him and whether you have the contract and the amount of it? A. There was an appropriation made to this estate on the ship Juliana, Haywood master, of \$3,849.16. It is one of the cases known as Baltimore cases and was included in equity cause No. 20,409 in this court. The contract was in the possession of the Baltimore associates; the fee is carried as  $33\frac{1}{3}$  per cent.

Q. The estate of John Welles? A. John Welles received an appropriation under this act on the Vulture, \$500, and on the Endeavor, \$300; it belongs to the Shellabarger & Wilson class, the fee was 25 per cent. of which Mr. Earle's portion was one-third.

Q. Any rebate? A. No rebate.

Q. Smith & Buchanan? A. Smith & Buchanan is one of the Baltimore cases and was included in equity cause No. 20,409. There was an appropriation on the ship Jane of \$11,660.21 and on the ship Patapsaco of \$25,056; the fee was  $33\frac{1}{3}$  per cent.

Q. William Van Wyck? A. This estate received an appropriation on the Rosetta of \$6,024.96. It also is included in the above referred to equity cause; the fee is  $33\frac{1}{3}$  per cent.

68 Q. John Donnell? A. John Donnell is also one of the Baltimore cases and appears in equity cause No. 20,409. There was an appropriation on the Patapsco of \$6,659.99 and on the Rosetta of \$1960; the fee is stated to be  $33\frac{1}{3}$  per cent., and that amount was collected.

Q. Estate of Joseph Young? A. It also is one of the Baltimore cases; it appears in the heretofore mentioned equity cause. There was an appropriation to this estate on the Rosetta of \$5,597.46; the fee was one-third.

Q. James Clark? A. This also is one of the Baltimore cases; there was an appropriation to this estate of \$980, but I have no record of this case being paid.

Q. Cumberland Dugan? A. This also is a Baltimore case and there was an appropriation of \$1500 on the brig Rosetta; the fee was one-third, and the same has been collected.

Q. William McCrurg? A. This also is a Baltimore case and the estate received an appropriation on the brig Rosetta of \$980; the fee was one-third and it has been paid.

Q. Benjamin Williams? A. This also is a Baltimore case; there was an appropriation made on the Rosetta of \$980, and on the Eleanor, \$1,583.59; it was included in equity cause No. 20,409; the fee was 25 per cent.

Q. Paul Bentalou? A. This also was a Baltimore case and has not yet been collected. I cannot state what the fee will be because the contracts are in possession of the Baltimore gentlemen and  
69 have never been paid.

Q. John Hillen? A. This also is a Baltimore case and there is an appropriation on the Rosetta of \$980; it is included in the aforementioned equity cause and the fee was one-third, and it has been paid.

Q. Henry Payson? A. This also is a Baltimore case and there was an appropriation on the Rosetta of \$490; the fee was one-third.

Q. Isaac Causten? A. This also, is a Baltimore case, and there was an appropriation on the brig Rosetta of \$490; the fee was one third.

Q. Were those last cases you named included in the equity proceedings you speak of? A. Yes, sir.

Q. Philip Besson? A. There was an appropriation to Philip Besson on the Hannah of \$23,180; the fee was 25 per cent.; it belongs to the Shellabarger & Wilson class of cases.

Q. Any rebate? A. There appears to have been none.

Q. Henry Schroeder? A. There was an appropriation made to the estate of Henry Schroeder on the schr. Phoenix, Cowart master, of \$4,427.44. The appropriation was made with this proviso in the bill; "The last above three items to be subject to a deduction of the amount of insurance received, which amount shall be investigated and determined by the proper accounting officers of the Treasury Department." This also is a Baltimore case, but has not yet

70 been paid, the administrator having died and the new one not having received from the Court of Claims a certificate that he represented the next of kin of the original claimant. I had this case up in the Treasury Department on the 21st of last month. The appropriation will finally be paid and he will receive subject to the proviso the sum of \$1094.11; being a Baltimore case I do not know what the percentage of the fee is.

Q. Alexander McKim? A. This is also a Baltimore case and he received an appropriation on the confidence of \$1497.39; it was included in equity cause 20,409, and the fee of one-third has been paid.

Q. Estate of Samuel Williams? A. This also is a Baltimore case and there was an appropriation on the brig Eleanor of \$1583.59; the fee was one-third and it is also included in equity cause 20,409; the fee has been collected.

Q. Estate of Benjamin Williams? A. This is a Baltimore case and an appropriation was made on the brig Rosetta of \$980, brig Eleanor, \$1583.59; the fee was 25 per cent. and it has been collected.

Q. Francis Johanna? A. That is a Baltimore case and there was an appropriation made on the brig Eleanor of \$5,723.18; it has not yet been collected.

Q. Thomas Dickerson, Jr.? A. That is not one of Mr. Earle's cases.

Q. John Storer? A. There was an appropriation to this estate on the brig Venus of \$10,568; the contract appears to have been mislaid, but there was a fee of 25 per cent. paid.

71 Q. No rebate? A. No rebate.

Q. William Patterson? A. That is one of the Baltimore cases and there was an appropriation made on the Betsy of \$20,334.16; the fee was 25 per cent. and there was a rebate of  $2\frac{1}{2}$  per cent.; it is one of the cases included in equity cause 20,409.

Q. John Granbery? A. There was an appropriation made to John Granbery on the brig Eliza Wright of \$109.01; the fee is 25 per cent. and there was paid to R. H. Baker & Son, who were the associate counsel in Norfolk, one-fifth of the fee.

Q. Estate of Francis Smith? A. There was an appropriation made to this estate under the act of 1899 of \$118.42 on the Eliza Wright. The administrator of this estate declines to draw the amount as there are other cases pending and he says he prefers to wait until it is worth while to make distribution to the heirs.

Q. John Cowper? A. There was an appropriation made to this estate on the brig Eliza Wright of \$148.65; the fee was 25 per cent. of that amount.

Q. Who was the contract with? A. The contract is with the former administrator, John Neeley; the case is now represented by A. B. Warrington. I produce the contract, and in the case of the estate of John Granbery I also produce the contract.

Q. Thomas Willock? A. There was an appropriation to this estate on the brig Eliza Wright of \$138.74. In my examination of some days ago I testified to this fee and produce the contract.

72 Q. Was that under the act of 1899? A. In my testimony of some days since I stated it was under that act; that was when I produced the contract.

Q. There appears to be in case 1584 of Complainants' Exhibit No. 2 an appropriation for Thomas Willock under the act of 1899 of \$137.84? A. Thomas Willock received appropriations under both acts of Congress, under the act of 1891—and——

Q. I do not want what he received in 1891? A. What I was going to state is that in my testimony of a few days since I produced the contract with the estate of Thomas Willock; that is what I said; he did receive an appropriation under the act of 1899 of \$138.74; there is a transposition of figures therein; that is all.

Q. Estate of William McDonald? A. This case is one of the cases designated by us as the South Carolina cases; there was an appropriation made on the schr. Needham of \$4914. The fee to Mr. Earle was 12 per cent. of this amount and now I produce the contract relating to this class of cases.

Q. William L. Sontag? A. There were appropriations made to this estate on the Teresa of \$13,537.50; on the Teresa again, \$3,264.50; on the Yorick, \$7,886.50. making a total of \$24,688.50. The fee in this case was 25 per cent.; Mr. Earle was the sole attorney.

Q. Estate of Frederick Franck De La Roche? A. There was an appropriation made to the estate of Frederick Franck De La Roche on the ship Teresa of \$3,264.50; on the brig Yorick, \$7886.50. Mr. Earle was the sole attorney in that case and the fee paid was 25 per cent.

73 A. John Carreire? A. John Carreire is one of the Baltimore cases and is included in equity cause 20,409; it was an appropriation on the schr. Lucy, of \$11,744.96; the fee was one-third.

Q. Daniel Jackson? A. Daniel Jackson received an appropriation on the schr. Lucy of \$3567; this is one of the Shellabarger & Wilson class of cases; the fee was 25 per cent.

Q. Any rebate? A. No, sir.

Q. William Davis? A. William Davis received an appropriation on the schr. Lucy of \$992; this is also one of the Shellabarger & Wilson cases; the fee was 25 per cent.

Q. James A. Buchanan? A. James A. Buchanan—there was an appropriation to this estate on the ship Patapsco of \$4,609.99; the



fee was one-third, and it was one of the cases known as the Baltimore cases and was included in equity cause No. 20,409.

Q. That was collected? A. Yes.

Q. Samuel Smith? A. Samuel Smith is also a Baltimore case and an appropriation was made on the Jane of \$6,738.21 and on the Patapsco of \$4,609.99; the fee was  $33\frac{1}{3}$  per cent., and it was included in the heretofore mentioned equity cause.

Q. William B. Buchanan? A. There was an appropriation to William B. Buchanan who is the survivor of the firm of Smith & Buchanan, on the Jane of \$11,660.21 and on the Patapsco of \$25,050. The fee in this case was one-third, it is one of the Baltimore cases and was included in equity cause 20,409.

74 Q. I inquired of you some time ago in regard to the Smith & Buchanan case; state whether or not the \$11,660.21 to Smith & Buchanan and the appropriation for the same amount to William Buchanan, the survivor of Smith & Buchanan, is the same appropriation, or two separate and distinct appropriations? A. The same appropriation. The appropriation was made to William B. Buchanan as the surviving partner of Smith & Buchanan.

Q. John Hollings? A. There was an appropriation to this estate on the Jane of \$4,922, and on the Patapsco of \$7,600. This is a Baltimore case; the fee is one-third.

Q. Adam Tunno? A. There was an appropriation in this case on the Leeds Packet of \$21,167.80; it is one the cases classified as the South Carolina; the fee was 12 per cent. to the Earle estate, and it is one of the cases included in the contract relating to the South Carolina cases produced by me a short while ago.

Q. James Gairdner? A. There is an appropriation for this estate on the Leeds Packet of \$4,833.93 the fee was 25 per cent. and I produce the contract?

Q. John Turnbull, case No. 2829, page 4 of the act of Congress of March 3, 1899, on the ship Leeds Packet? A. There was an appropriation on the Leeds Packet in this case of \$700; it is one of the South Carolina cases and is included in the contract with William E. Young and others; the fee to the Earle estate was 12 per cent.

Q. James Garrison? A. This also is one of the South  
75 Carolina cases; there was an appropriation of \$1700 on the Leeds Packet; the fee, of course, was 12 per cent.

Q. John Proudfit? A. There was an appropriation for the estate of John Proudfit on the ship Eliza of \$6,951; the fee was 25 per cent. and I produce the contract.

Q. Was that 25 per cent. to the Earle estate? A. Yes; there was nobody else in that case.

Q. Samuel Brown? A. There was an appropriation made to Samuel Brown under the act of 1899 on the ship Jane of \$600, and, as testified to by me in my former examination, this amount has not yet been collected.

Q. Joseph Rogers? A. There was an appropriation to this estate



on the schr. Thankful of \$1,733.33 the fee was 25 per cent., and it is one of the Shellabarger & Wilson class of cases.

Q. That completes all the names. Now state whether or not there were any other contracts in which the Earle estate was interested which do not appear by Complainant's Exhibit No. 2 and appropriated for under the acts of 1891 and 1899. A. If not previously shown, as to the estate of James Barry there was an appropriation therein on the snow Fanny of \$8,502 and I now produce the contract. Edward Dunant; there was an appropriation made to this estate on the ship Two Sisters of \$294; on the snow Boston, \$343, and on the sloop Martha \$1,260. I produce the contract, which was for 25 per cent. In the case of Chandler Price in which there was an appropriation on the brig Lady Washington of \$709.80, the fee was 25 per cent., of which Mr. Earle was to receive three-

76 fifths; it is one of the cases designated by us Philadelphia cases and it was included under a contract which I now produce between William E. Earle and Francis Rawle and Walter George Smith. There is an appropriation to the estate of Israel Thorndike on the schr. Alert of \$1,003.73 the fee was 25 per cent.; it is a Shellabarger & Wilson case; Earle's interest was one-third. George Repold, there was an appropriation made in this case of \$4,427.44 under the proviso stated in the bill as follows: "The last above three items" (of which this is one) "to be subject to a deduction of the amount of insurance received, which amount shall be investigated and determined by the proper accounting officer of the Treasury Department." This case was taken by us to the Treasury Department and the Comptroller allowed on the case \$1094.11. John C. King of Baltimore is the attorney of record, Mr. Earle's fee in the case was \$182.35. Samuel Meeker; there was an appropriation to this estate on the Lady Washington of \$709.80; the fee was 25 per cent., and I now produce the contract. The cases of James Barry, Edward Dulant, Samuel Meeker, Chandler Price and George Repold are not included in complainant's list marked Exhibit No 2.

Q. Is that all? A. I know of none that have been omitted.

Hearing adjourned until 10:30 o'clock a. m., Thursday July 11, 1901.

Present: *Mr.* Messrs. Thomas and Miller for the complainant; Mr. Gittings for the defendant.

THEODORE J. PICKETT, re-called.

By Mr. GITTINGS:

Q. I hand you this book marked Complainant's Exhibit X. Y. Z.; state what it is? (Handing witness book.) A. This book contains the office expenses incurred in conducting the French Spoliation Claims, such as printing, rent, stenographers, and other small items.

Mr. THOMAS: I object to the witness stating the contents of the book.

Q. Who was that book kept by, Mr. Pickett? A. Kept by me.

Q. State whether or not that is a book of original entries? A. No; this book was made up from memoranda and verbal instructions from Mr. Earle. That is to say, when he would pay a bill he would say, for instance, "Here is a bill for printing I have paid; put it down in the book."

Q. In other words it is made up from vouchers? A. Yes, sir.

Mr. THOMAS: I object to that question as leading and suggestive, and also to the answer as improper and inadmissible.

Q. State how it was made up Mr. Pickett?

Mr. THOMAS: I object to that; the witness has already stated how it was made up.

A. This book was made up, as I above stated, from instructions and original bills. A great many of the items were made  
78 from receipted bills which are now in my possession. All the items have a voucher number, running from 1 to 781. Some of them, however, such as amounts paid to stenographers in the office and some other accounts are not represented by receipts although they were paid.

Mr. THOMAS: I object to the testimony of the witness as incompetent and inadmissible, and as not the best evidence.

Mr. GITTINGS: I offer this book in evidence as being an account kept by the witness of the disbursements made for these expenses, the witness having previously testified it was his duty to keep the accounts and the accounts were kept by him.

Mr. THOMAS: I object to the introduction of the book in evidence as inadmissible and improper because it is not shown to be a book of original entry and further, because from the testimony of the witness that with a few slight exceptions the witness has the vouchers of alleged expenditures of Mr. Earle in the prosecution of these claims and he ought to produce them and go forward in the regular way to prove up these expenses and not tender some book here which he says contains those expenses.

Mr. GITTINGS: We will produce the vouchers as a supplement to the book, all those we have.

Mr. THOMAS: I think the witness should proceed in the regular way, and if necessary to refresh his memory in going along he should do so through his vouchers if he has any.

By Mr. GITTINGS:

Q. Does that book contain all the expenses incurred? A. Only such expenses as are called office expenses.

Q. Was there a book kept by either you or Mr. Earle containing

79 a memorandum of other expenses and the time they were paid? A. Yes, there was a book kept showing the amounts paid to special attorneys, and for clerical services.

Q. Have you that book here? A. Yes, I have it here (producing) this large book contains that account.

Q. Turn to the pages of that book and designate the pages in which these items are kept.

Mr. THOMAS: I object to the introduction of the book in evidence on the ground that no sufficient foundation has been laid for it, and because it is inadmissible and improper to be introduced.

A. They are kept on pages 27 running to the bottom of 32.

Mr. THOMAS: I object to the question and answer as immaterial and inadmissible.

Mr. GITTINGS: I offer this book in evidence.

Filed, and marked Defendant's Exhibit O.

By Mr. GITTINGS:

Q. Were there vouchers kept or given by the parties to whom these sums were paid? A. Not that I am aware of.

Q. Do you know of your own personal knowledge whether these fees were paid to the several counsel as shown by the memoranda in that book? A. Generally speaking yes; but this has been some time ago and I do not remember distinctly as to which of them. They were paid as I have them in this book by check.

Q. Does that book show that they were all paid by check? A. No, because some of them were paid in the taking up of notes.

80 Mr. THOMAS: I object to this character of testimony as inadmissible, incompetent and immaterial. If any money was paid to special attorneys it will be for the defendant to prove it and to prove the character of the services and whether the person to whom it was paid was a lawyer and rendered any legitimate and proper services and not to submit a book here with an account of alleged payments without any explanation as to their character.

By Mr. GITTINGS:

Q. State whether or not you know the character of the services rendered by the several attorneys designated in the items in that book? A. Yes; part of the services performed was the writing of briefs, consultation and assistance rendered Mr. Earle in that manner. These consultations were held in his office and at a number of them I was present.

Mr. THOMAS: I object to the testimony of the witness as incompetent, inadmissible and immaterial, it being the duty of Mr. Earle himself so far as the contract in question is concerned to prepare the briefs and perform the legal services necessary in the prosecution of these claims, and it is wholly inadmissible to set up any such

charges and facts; they are not contemplated in the contract and are improper to be considered in this accounting, and I move that the entire testimony thus far of the witness and the books that have been offered in evidence be stricken from the record.

Mr. GITTINGS: We will rest at that.

Hearing adjourned subject to notice.

81 In the Supreme Court of the District of Columbia.

WAGGAMAN }  
vs. }  
EARLE. }

FRIDAY, *October 11th*, 1901—10.30 a. m.

Hearing pursuant to notice.

Present: Messrs. S. T. Thomas, Earle and Gittings.

THEODORE J. PICKETT, having been recalled for further examination testifies as follows:

By Mr. THOMAS:

Q. When you were on the stand at the close of this case last summer you were unable to furnish some data in regard to Mr. Earle's services on the ground that the papers were in the custody of Mr. Hoehling then in Europe. A. Yes, sir; I could not produce the contracts but I was able to tell in nearly all what the fees were.

Q. Have you seen Mr. Hoehling since his return, in regard to the matter? A. No, I have not. I am not altogether sure that that answer is correct. I have an impression that I did say to Mr. Hoehling that the contracts were asked for and that he had those in which Shellabarger & Wilson and Samuel Stevens were interested, and that of course I could not produce them. I am not absolutely sure that I did mention it to him.

Q. I notice in going over your testimony that you make no mention of two cases in favor of James Scott, Nos. 3543 and 3317 on complainant's list No. 2. Do you know why that was? A.

82 The reason of that was that Mr. Earle was not the attorney for the estate of James Scott.

Q. He is the attorney of record up there in the Court of Claims is he not? A. I do not remember who filed that case No. 3317, but the other case, No. 3543 was a petition filed by Lovering, administrator of Taylor, and it included a number of claimants who were underwriters in the office occupied by Joseph Taylor. Under the rule established by the court the administrator of the estate of the occupier of the office was permitted to file a petition covering the interest of the estate by the underwriters of the policy which was the particular subject of that claim. Therefore Mr. Earle may have ap-

peared as attorney of record in that last number, under the rule of the court allowing one attorney of record in each case or petition, and at the same time, as happens time and again, he would not be the attorney of all the estates interested under that particular petition, although he would appear as attorney of record.

Q. Now the case No. 3540, the case of—— A. That is the same as the Scott case, one represented by George S. Boutwell and the other by Edward Lander.

Q. How about the case of Charles Francis Adams, No. 258, on this list of Mr. Earle's cases, Exhibit No. 2? A. Charles Francis Adams would be the administrator of Peter Gross, who was the administrator of Smith, Green, and Bussey, but I could not tell about the case without I had the name of the vessel. If I did omit that in my previous examination it should have been included.

Q. Well what was the contract in that case and what was  
83 Mr. Earle's fee? A. The contract in that case was like the other contracts of the claims in which the estate of Peter C. Brooks was interested, and which I have heretofore testified to. That was a case in which William E. Earle and the late Jeremiah Wilson were interested. I have produced the contract here.

Q. The fee was the same as in the other cases? A. Yes, sir. I wish to say now that I did testify in the case of Peter C. Brooks.

Q. Take No. 207, William Vernon administrator Samuel Brown. A. I have heretofore testified in this case. Mr. Vernon the administrator refuses to take the necessary steps to draw the amount of the appropriation from the Treasury Department.

Q. How about the case No. 1709. John Stewart, receiver Baltimore Insurance Company? A. Congress made no appropriation in that case.

Q. Well how about No. 2271? A. Congress made no appropriation.

Q. No. 239, Charles Francis Adams, administrator. A. I must have testified about that case as I find it on my list here which I prepared for my examination. If I did not, I can say now that it is one of the cases of the Brooks estate.

Q. Now No. 345 Ebenezer Gay executor Ebenezer Gay, assignee of Thomas English, five hundred dollars. Did you testify about that? A. The act of Congress prohibited the payment of assignments. It has never been paid.

Q. 996 and 999, John Stewart receiver of the Baltimore In-  
84 surance Company, How about those claims? A. No appropriation was made for that.

Q. No. 997, David Stewart and John E. Semmes, receivers of the Maryland Insurance Company. Was any appropriation made for that? A. No, sir. Congress has made no appropriation for any insurance companies with the exception of two cases for the Baltimore Insurance Company, the cases being numbered in the Court of Claims 1695 and 1781 respectively. They were paid under the act of 1891.

Q. No. 262. Have you testified about that? A. I do not know whether I testified about that case or not. I have not got it on either one of these lists.

Q. Have you got it in your book?

(Witness examines book.)

A. It is not in this book as to appropriations of 1891, and my book of the 1899 appropriation is not here. If asked about that case in my previous examination I must have explained its condition.

Q. How about case No. 497, William Vernon administrator of Samuel Brown, do you remember testifying about that? A. Yes sir, that is the one where he refused to take the preliminary steps to withdraw the amount from the Treasury.

Q. Nos. 2170, 2187, and 2177. Have you testified about those? A. They were not appropriated for.

Q. Now, No. 1495. Have you testified about that, George M. Gill, administrator of Gabriel Wood? A. I have heretofore testified as to that case.

Q. No. 236 H. Burr Crandall administrator Thomas Dickason Jr.? A. That was not one of Mr. Earle's cases.

Q. How do you account for his name being in the record as counsel? A. If his name appears on the record I do not know why it is there, other than its being a case under a petition filed by the administrator of the estate of the occupier of an underwriting office, and while Mr. Earle would appear on the record as attorney, the administrator of the various underwriters would come in and represent those cases after an appropriation. The Dickason case is represented by George S. Boutwell.

Q. Take No. 1660, have you testified about that? A. There was no appropriation in the case.

Q. How about No. 964? A. I have already explained the condition of the Samuel Brown case.

Q. No. 3498, have you testified about that? A. That is \$116.20. I have testified as to that.

Q. Case No. 518, James Tisdale. Have you testified about that? A. No, it was not one of Mr. Earle's cases.

Q. No. 1483, how about that? A. There was no appropriation for it.

Mr. Thomas moves to strike out all of this cross-examination this morning.

Mr. Thomas moves to strike out the cross examination this morning upon the ground that it was based upon memorandum furnished him as to Mr. Pickett's testimony, and it seems that it is incorrect. Mr. Thomas states that he supposed this memorandum had been gone over carefully.

Mr. Gittings objects and the motion is denied.

86 By Mr. GITTINGS:

Q. You have testified that you kept these books under direction of Mr. Earle? A. Yes, sir.

Q. Were you familiar with the contract and order? A. I was familiar with it to the extent that I knew there was such a contract and its terms in general.

Q. Do you know that there was an order of the court directing Mr. Earle to keep these books?

Mr. Thomas objects upon the ground that the order speaks for itself.

Q. You have stated that you were familiar with this order of the court. Do you know whether or not these books were kept as they ought to have been kept under that order by Mr. Earle? A. I stated that I knew generally the order of the court giving Mr. Earle custody of the papers, and I knew he was to pay the cost——

Q. Had you a contract with Mr. Earle relative to these cases?

Mr. Thomas objects.

Q. Mr. Pickett, did you have a contract with Mr. Earle relative to the prosecution of these French spoliation cases? A. Yes, sir.

Mr. Thomas objects and the objection is overruled.

Q. Have you a copy of that contract with you? A. I have not. There is one in existence however.

Mr. Gittings offers the books in evidence as the records kept by Mr. Earle under the order of the court.

Mr. Thomas objects for the same reasons as stated at a previous session in this reference.

87 Q. Were these books ever examined by Mr. Waggaman, during Mr. William E. Earle's lifetime? A. Yes sir, a number of times.

Q. They were always accessible to him? A. Yes sir, always. He had a desk put at his disposal or services, in the office of Mr. Earle, and he examined the books, a number of times.

Mr. Thomas objects.

WITNESS: He called with a gentleman who I was at that time told was Mr. Williamson. I know *know* that it was Mr. Williamson.

The AUDITOR: How far the books offered may be taken as evidence is one that I prefer not to pass upon now. For the present the books will be admitted.

Mr. Gittings offers the book in evidence for the purpose of showing the receipts and disbursements made by Mr. Earle during his lifetime, these being the books ordered to be kept, by the court, and were open to inspection by the administrator, the other party to the contract, and were examined by him, and no other account or proof

of any other account demanded under the appropriation of 1891 in so far as expenses had been incurred by Mr. Earle under that appropriation.

Mr. Thomas objects to the books as incompetent to show the receipts and disbursements by Mr. Earle in the prosecution of these claims, and insists that these expenditures must be proved in another way.

88 HENRY M. EARLE, having been first duly sworn testifies as follows:

By Mr. GITTINGS:

Q. You are the administrator of the estate of William E. Earle, deceased? A. I am.

Q. State whether as such administrator you at any time prepared and delivered an account to the administrator of the estate of Mr. Causten?

Mr. Thomas objects and the objection is overruled.

A. Soon after the death of my father I received a letter from Mr. Waggaman or his counsel Mr. Williamson, asking as to the status of the French spoliation claims at that time. I do not think I was the administrator at that time, I think my step mother was acting as executrix, and I think that it was subsequently that I was appointed administrator. I had a full account made up by Mr. Brennan and I delivered it to Mr. Williamson in *my* Waggaman's office myself.

Q. When was this? A. In August, or the fall, after my father's death. I remember of spending a great deal of time with the accountant in making it out. At that time I asked Mr. Williamson to come up and examine the books or I would bring them down there. We discussed what was to be done in regard to the French spoliation cases on account of the death of my father. I left the account with them.

Q. Did they accept the account?

Mr. Thomas objects and the objection is sustained.

Mr. Gittings calls for the production of the account.

Mr. Thomas states that he will notify Mr. Williamson to produce the account.

89 The hearing is then adjourned to Saturday, October 12th. 1901, at 10 o'clock, a. m.



SATURDAY, *October 12th*, 1901—10 a. m.

Hearing pursuant to adjournment.

Present: Messrs. Thomas, Williamson, Gittings, W. J. Miller and Mr. Waggaman.

· THOMAS E. WAGGAMAN, having been first duly sworn testifies as follows:

By Mr. THOMAS:

Q. You are the complainant and administrator in this case? A. Yes, sir.

Q. Do you know Henry M. Earle, the administrator of William E. Earle? A. I know of him.

Q. I wish you would state whether Henry M. Earle or anybody on behalf of William E. Earle's estate ever rendered to you an account of William E. Earle's business in the French spoliation claims under the act of 1891? A. The only account I ever had is this account this litigation is about.

Q. No other account was ever rendered to you? A. No, sir.

Q. State what examination you made from time to time of his books? Mr. Pickett for the defendant, claims that you came into Mr. Earle's office several times and examined the books. A. I came in several times with Mr. Williamson to examine the books and we found it very difficult to get a satisfactory statement. We found money had been paid to various lawyers at various times and we objected to these payments among other things, in fact we objected to all of it.

90 Q. To whom did you object? A. I cannot remember the exact parties, to the people in the office who were there, and I think letters were written about it.

Cross-examination.

By Mr. GITTINGS:

Q. You say that you made your objections to the people who were in the office? A. Yes, sir.

Q. Did you object to Mr. Pickett? A. I do not remember, I know that letters were also written about them.

Q. Can you give the date of any letters? A. I think that Mr. Williamson has some.

Mr. WILLIAMSON: I haven't the letters written to Mr. Earle.

WITNESS: I know that objection was made and I know that we have letters from the heirs.

Q. Have you any communication that you received from Mr. Earle in respect to or reply to your letters? A. I do not know, I know that the account was not satisfactory, and we objected to it.

Q. When were these objections interposed? A. When we were examining the books.

Q. How long after the appropriation of 1891 was this? A. That I do not know.

Q. Did you at any time demand any other account of these vouchers? A. To my impression we demanded several times.

91 Q. To whom were these demands made? A. My impression is that they were made to Mr. Earle himself.

Q. What were the exact items to which you objected?

IRVING WILLIAMSON, having first been duly sworn testifies as follows:

By Mr. THOMAS:

Q. You are a member of the bar of this District? A. Yes, sir; I have practiced here for many years.

Q. You have been the counsel for Mr. Thomas E. Waggaman for many years? A. Yes, sir; before the contract with Mr. Earle was made, and since.

Q. Have you attended to his legal matters in regard to these French spoliation claims? A. I have altogether.

Q. It is claimed by Mr. Pickett that from time to time during the prosecution of spoliation claims by Mr. Earle and since the contract in regard to the use of the Cuasten papers, that you and Mr. Waggaman came to Mr. Earle's office and examined these papers and accounts of his relations to the Causten estate, and also that an account was furnished Mr. Waggaman; and Mr. Henry M. Earle also testifies to furnishing an account. State what you know about this. A. There was no time to time examination of Mr. Earle's books during his lifetime. At Mr. Waggaman's suggestion I went to Mr. Earle and he said that it would be advisable for us to come to his office and make an examination of the books. We

92 accordingly went there and undertook that examination, but found it almost impossible to find anything about the receipts or disbursements. I remember that in one book the entries were not by date, and it was impossible for us to compare the vouchers with the books. For instance we could not find out what proportion of the rents account was due by the Causten estate and what on Mr. Earle's account. After we had been there three or four times I told Mr. Earle it was useless for us to proceed any further. We discovered six thousand dollars paid out for lawyers' fees, and I told Mr. Earle that it appeared to us that this had been paid for services outside and we could not pay it. After we got through I told Mr. Earle we would have to have an account from him at some time and so far as shown the account by the books was not explainable and could not be received. As to any account rendered by Mr. Henry M. Earle after his father's death I do not know anything about it. I saw Mr. Henry M. Earle after his father's death; there was some talk of getting the papers and giving them to lawyers to prosecute the cases. Mr. Waggaman was to file a petition for in-

structions as to what to do with the papers. After that conversation I told Mr. Earle we ought to have an account. From that time up to the time of the prosecution of the suit there have been efforts to get a settlement, and this is the first account I have ever seen.

Q. Mr. William E. Earle never rendered an account in his lifetime? A. No, sir.

Cross-examination.

By Mr. GITTINGS:

Q. Who was present at the time you said you were not satisfied with the books? A. I think Mr. Waggaman. I remember  
93 seeing Mr. Earle at my office one time in regard to some Ven-zualean claims and in talking about that matter this came up.

Q. How long was this before Mr. Earle's death? A. Some time.

Q. One, two or three years? A. I cannot tell.

Q. The appropriation was made in 1891. A. I know that now, but did not remember it until this suit was filed. It must have been in 1891.

Q. Did you ever examine the books in Mr. Pickett's presence? A. I did not know Mr. Pickett personally until I saw him there.

Q. Did you ever demand an account, in writing, did you ever write a letter? A. I think that I wrote to Henry M. Earle on one occasion.

Q. Prior to William E. Earle's death did you ever write to him demanding an account? A. I do not remember, but remember of seeing him. I do remember of writing a long letter to Mr. Earle in reference to the difficulty in the examination of the books.

Q. Have you a copy of that letter? A. I am sure that I can produce a press copy of the letter and will produce it.

Q. You say that you had some conversation with Mr. Henry M. Earle, was that not subsequent to the appropriation of 1899? A. No sir, that was before. I produce a letter written in 1894 by Mr. Earle, which is evidently a reply to a communication of Mr. Wagga-  
94 man's. Also another one promising to do something about the matter. Also a letter in which he says the thing has been running for eight years and he will try and straighten it out. When I undertook to get this last account there never was any suggestion by him that he had rendered a previous account, and I never heard of such account until Mr. Thomas called my attention to it last Saturday.

Q. Are those all the letters you received from Mr. Earle? A. Those are all that I can find now.

Q. You do not mean to say that any of those letters are in reference to your demand for an account? A. One of those letters is a reply to a letter in 1894 in regard to some fact of the after custody of the papers. I am sure there was also a letter to Mrs. William E. Earle.

Mr. Gittings states that they will admit all press copies of letters demanding an account from Mr. Earle.

Q. When you went over the books in the office of Mr. Earle who was present? A. I am absolutely unable to tell at this time, a letter was written which I can produce stating the difficulty in all these things.

Mr. Thomas offers in evidence two letters of Henry M. Earle dated September 15th, 1894 and November 22d, 1894, to Thomas E. Waggaman, in regard to the Causten matter and in reply to his letters.

Mr. Gittings objects to the offer of these letters at the present time.

The auditor states that he will not rule upon these letters at this time, and they are filed marked Exhibits I. W. Oct. 12/01.

95 Mr. Gittings offers in evidence the contract between Henry M. Earle as administrator of the estate of William E. Earle and Theodore J. Pickett and William S. Curtis in reference to prosecuting the French spoliation claim.

Mr. Thomas objects.

The paper is filed for the present marked Exhibit T. J. P. Oct. 12/01.

Hearing is adjourned to Tuesday, October 22, 1901, at 10 a. m.

TUESDAY, *October 22d*, 1901—10 a. m.

Hearing pursuant to adjournment.

Present: Messrs. Thomas, W. J. Miller, Gittings.

THEODORE J. PICKETT, having been recalled by Mr. Gittings testifies as follows:

Q. Have you made a search for the checks given by William E. Earle to Omar D. Conger, Phil B. Thompson, Walter S. Hutchins, Frank B. Conger, H. W. Worthington, William McAdoo, H. D. Money, Robert B. Bradford, Dudley & Michner, C. R. Shelley, and L. B. Clarke?

Mr. Thomas objects and the objection is overruled.

A. Yes sir, I made a thorough search in the office files and among papers that had been boxed up since Mr. Earle's death and even before that time, and I failed to find the checks. Not only those checks but any checks.

Mr. Pickett's examination is suspended temporarily.

JOHN C. GITTINGS having first been duly sworn testifies as follows:

96 After Mr. Henry M. Earle moved to New York we had a clerk by the name of Charles M. Ricketts, whom he wanted to take to New York with him, and in the office we had two

chests full of checks, that had come down from 1417 G street where they had been stored in the cellar. Mr. Earle wanted to take his books and papers to New York and asked this young man to go through the chests and get out the papers that were of any use and send them over to him. This was done and I remember distinctly that more than four-fifths of the contents of those chests were thrown away, the majority of which were old checks, stub books and the like belonging to the estate of William E. Earle. I knew nothing at that time of the French spoliation claims and Mr. Earle did not tell me of them. I know that a great many stubs were thrown out at that time and what covered the contents of two large chests went into two small soap boxes. I know that Mr. Earle cannot find these checks and believes that they can be found in the cellar of 1417 G street and so stated to me. On that information I asked Mr. Pickett to go through the papers and see if they were there.

Mr. Thomas objects to this testimony and the objection is overruled.

At this point the defendant presents an account of the defendant in this cause which is filed marked, Defendant's Account.

Mr. THOMAS: The complainant objects to the items of alleged expenses in the account rendered by the defendant in this cause, as follows: To the amounts paid Omar D. Conger & Son, \$2,000.00 to Phil. B. Thompson, \$2,500.00 to Walter S. Hutchins, \$5,250.00 to Frank P. Morgan, \$150.00, to H. W. Worthington, \$200.00 to William McAdoo, \$100.00 to H. D. Money, \$1,000.00 to Robert B. Bradford, \$3,608.05, to W. T. S. Curtis \$6,150.00 to T. J. Pickett, \$10,400.00 to Dudley & Michner, \$2,000.00 to C. R. Shelley, \$1,000.00 to L. B. Clark, \$700.00 also to the costs, \$2,133.80 of the suit against Clarke and others. Under the head of general "Expenses French spoliations," the complainant objects to all items of rent, printing, paid to J. D. Milans, and sundries, and also to the following items:

Voucher 14, S. J. Haislett.....	10.00
Voucher 17, M. W. Beveridge.....	4.20
Voucher 108, Innis N. Palmer.....	700.00
Voucher 307, " " " .....	1300.00
Voucher 169, M. A. Downing .....	60.00
Voucher 183 A. Hopkins.....	693.00
Voucher 200 M. A. Downing .....	60.00
Voucher 350 "Capital" .....	15.00
Voucher 502 " .....	77.00
Voucher 503 " .....	135.00
Voucher 529, C. T. Lovering .....	2317.00
Voucher 542, S. A. Huntington.....	88.65
Voucher 556, W. T. S. Curtiss, depositions. ....	190.00
Voucher 565, linotype company.....	190.82

The objection to these accounts is that they are expenses not contemplated or provided for in the agreement between the complainant and the late William E. Earle in regard to the use of the Causten papers.

W. T. S. CURTISS, having first been duly sworn testifies as follows :

By Mr. GITTINGS :

Q. You are associated with Mr. William E. Earle in prosecuting the French spoliation cases? A. Early in 1885, shortly after the passage of the act, Mr. Earle needing assistance retained me  
98 to help him in the prosecution of these cases. I immediately began work upon them. I had been at the bar some years and had considerable experience.

Q. Did you enter into a contract with Mr. Earle? A. At the very beginning we had a verbal contract, and afterwards there was a written contract.

Q. What was that verbal contract? A. I think it was the same that was put in writing some months afterwards. I will produce a copy of the contract. Shortly after I entered into the contract with Mr. Earle, whereby he agreed to give me fifty dollars a month in cash and one hundred dollars additional a month to be paid out of the first moneys received from these claims.

Mr. Thomas objects to the answer as not responsive to the question.

Q. When did that written contract cease?

Mr. Thomas objects and the objection is sustained.

Q. What did you do under that contract? A. I immediately began the work of blocking out and preparing the petitions necessary to present the cases to the Court of Claims, I also devoted my entire time for many years or nearly all of my time to the preparation of these cases, prepared nearly all of the petitions filed by Mr. Earle, in my own hand, obtained the data by searching through the records of the State Department, the voluminous masses of papers from the custom houses of the United States and the papers known as the Causten records.

Q. What was Mr. Earle doing during that time? A. Most of this time he was engaged in the preparation of the legal facts of the cases, the data necessary for the argument before the Court of  
99 Claims. We had so many cases that it took our entire time.

Q. At the time you entered into the contract with Mr. Earle had he been retained in all the cases he had at the time of his death? A. By no means. I began at the beginning and in addition to this work of my own we — a great amount of labor in the way of correspondence in obtaining these cases. There were other attorneys in the field.

Q. Who attended to that? A. Mr. Earle, Mr. Downing, Mr. Pickett, we each had to take our share.

Q. Was there or not, too much work for one man or two, to attend to these cases? A. There was work enough for a dozen.

Mr. Thomas objects to this testimony and the objection is overruled.

Q. How many clerks were employed by Mr. Earle in the prosecution of these cases? A. Well, Mr. Pickett came in at the beginning, and we had Downing, Blandford, Vincent and General Palmer was in the office continually working on the details and translating.

Q. There were other clerks? A. No, sir.

Q. What other business did Mr. Earle have at that time if any? A. I knew Mr. Earle and associated with him continually from 1885 to the time of his death in 1894, and know he devoted almost the entire time to these cases. He had very little other business than the spoliation cases and he devoted about his entire time to the prosecution of those cases.

100 Q. The offices that you used at this time were they used for any other purposes than the French spoliation cases? A. No other business. It was known as the Causten agency.

Q. Were the stenographers employed by Mr. Earle employed for any other purposes than the French spoliation cases? A. For very little if anything else.

Q. You spoke of Innis N. Palmer as a clerk. What services were performed by him? A. He was a very skillful and fluent French and Spanish scholar, and the records in our cases were mostly in the French and Spanish dialect known as the West Indian patois. General Palmer spent most of his time, and often at his home at night, in the translation of these documents. The time he spent was immense.

Q. You have stated that you prepared these petitions. State whether it was necessary to have them printed before being filed in court? A. They were first engrossed and then printed, they had to be printed in order to make up the record for the trial in court, almost all the cases.

Q. Was it necessary to file the petitions at any particular time? A. They had to be filed before the first of January, 1887.

Q. Do you remember how many cases Mr. Earle filed petitions in? A. I never figured it out but it must have been two or three thousand petitions alone.

Q. Did it require a separate petition for each heir interested in a claim? A. A separate petition was filed in the case of the administrator of each estate, except in the cases of underwriters.

101 Q. State what the voucher No. 556, for \$190.00, was for? A. That was for my actual travelling expenses and incidentals incurred on behalf of Mr. Earle in the taking of a large number of depositions in the years 1888 to 1891, establishing identity of next of kin, and obtaining evidence in Maine, New Hampshire, Massachusetts, Connecticut, New York, and I think in other States. Mr.

Earle found it absolutely necessary to have these depositions taken and I was sent throughout these States to have their testimony taken. That \$190.00 only covers the travelling expenses and bare necessities. I find here attached to the voucher the cases in which the depositions were taken.

Q. Do you know whether Mr. Earle paid Omar D. Conger & Son \$2,000.00? A. I distinctly remember that he paid them a large amount of money for legal services in connection with the prosecution of these cases. I have seen him give them checks in my presence, and have heard the conversations between the gentlemen that it was in compensation of that service.

Mr. Thomas objects.

WITNESS: I know myself that they rendered services for I saw the services rendered.

Q. What services did Conger & Son render? A. They prepared a general argument on the question of the liability of the United States, in support of the decisions of the court, and this brief was used before the committees in Congress.

102 Q. When were these French spoliation claims first presented to Congress for payment, when was the first bill certified to Congress for the payment of them? A. I think some time late in 1886 or beginning of 1887, just before the expiration of the limitation.

Q. At how many sessions of Congress were bills presented for the payment of claims certified to Congress for payment, by the Court of Claims prior to the appropriation being made? A. After the awards went up, which I think was late in 1886, continuous effort was made every session until the first act was passed on the 3d of March, 1891.

Q. Continued effort was made by whom? A. Mr. Earle.

Q. When was Mr. Conger employed by Mr. Earle to assist him?

Mr. Thomas objects.

A. I cannot tell just the date but feel assured it was before 1891, because he was paid shortly after the act was passed, when Mr. Earle got the money.

Q. State if you know whether the contract with Conger & Son was based upon the appropriation or by reason of any funds that should come into Mr. Earle's hands by reason of the appropriation?

Mr. Thomas objects and the objection is sustained.

Q. State whether the contract with Conger & Sons was, or was not a contingent fee.

Mr. Thomas objects and the objection is sustained.

Q. State what the terms of the contract were, if you know?

Mr. Thomas objects.



103 A. All that I know is that in my conversations with Mr. Earle and Mr. Conger I knew they were to be paid on a contingency, I never saw the contract but know what the respective parties told me.

Mr. Thomas objects to the answer and the objection is sustained.

Q. State what if any conversations you heard between Mr. Conger and Mr. Earle in reference to the contract? A. I heard them discussing the possibility of the recovery of this money, and how they were to be paid when the act passed, and when it did pass he was paid.

Mr. Thomas objects to the testimony and the objection is sustained as to the last part of the answer.

Q. Do you know Phil. B. Thompson, and whether he was at any time employed by Mr. Earle to assist him in the French spoliation matters? A. Yes sir, I know that he was, during the same time as these other parties were retained prior to the appropriation.

Q. Do you know whether any money was paid to him by Mr. Earle for his services? A. I do.

Q. How much? A. I have seen Mr. Earle pay him separate checks, and Mr. Thompson has told me he was paid twenty-five hundred dollars.

Mr. Thomas objects and the objection is sustained.

Q. Do you know Walter S. Hutchins? A. Yes sir, I know him.

104 Q. Was he ever employed by Mr. Earle in the prosecution of these cases? A. I know that he was.

Q. Do you know whether he was ever paid for his services, and if so, how much?

Mr. Thomas objects.

A. I know he was paid but just how much I cannot say.

Q. Do you know Frank P. Morgan? A. Only by sight. I have seen him in Mr. Earle's office often.

Q. Do you know whether he assisted Mr. Earle in the prosecution of these cases?

Mr. Thomas objects.

A. I have often seen him in the office of Mr. Earle but what he did I do not know.

Mr. Thomas states that he reserves an objection to all testimony touching the several claims for credit by payment to other counsel or experts employed by Mr. Earle in the prosecution of the French spoliation cases.

Q. Do you know William McAdoo? A. I know of him but not personally and do not know anything about his particular connection with this matter.

Q. Do you know W. H. Worthington? A. I do.

Q. Do you know whether he assisted Mr. Earle in the prosecution of these cases, and how much he was paid? A. Yes, sir, I have seen Mr. Earle give him checks but the exact amount I do not know.

Q. Do you know H. D. Money, and whether he assisted Mr. Earle? A. Yes, sir; he did.

105 Q. Did you ever see Mr. Earle pay him money? A. No, sir.

Q. Do you know Robert B. Bradford? A. Yes, he is now dead.

Q. Did he assist Mr. Earle in the prosecution of these cases? A. Yes sir.

Q. Did you see Mr. Earle pay him any money? A. Yes sir, I know that he paid him money, thousands of dollars. Mr. Earle drew the checks and paid them in my presence.

Q. This account shows \$6,150.00 paid you. Was that for services under the terms of your contract with Mr. Earle? A. That was for services under the contract and services rendered to him in the prosecution of these cases.

Q. Do you know Dudley & Michener, and did they assist Mr. Earle in the prosecution of these cases? A. Yes sir, they did.

Q. Do you know whether he ever paid them anything for these services? A. I never saw the checks delivered or payments made to these gentlemen.

Q. Do you know C. R. Shelley, and do you know what he did to assist Mr. Earle in the prosecution of these cases? A. Yes sir, he like the other gentlemen appeared before the committees, and argued the legal questions and were often, time and time and again at the office of Mr. Earle talking with him and preparing themselves for the presentation of these cases, and Mr. Earle coached them. The act of

106 Congress sending these cases to the Court of Claims did not make them judgments but left it for Congress to say whether the findings of the court should be paid, and if it had not been for these services we would never have got a cent.

Q. Did Mr. Earle spend much time before the courts himself? A. Yes sir, for some years.

Q. State whether or not, in your opinion, the compensation paid these gentlemen was reasonable:

Mr. Thomas objects.

The auditor states that the question will be admitted subject to the general and special objection.

A. I consider the amounts very reasonable in view of the labor performed and results obtained, if it had not been done the fate of the French spoliation claims would have been doomed.

Q. Do you know L. B. Clarke, and whether he assisted Mr. Earle in any capacity in the French spoliation matters? A. Yes sir, this party assisted greatly in hunting up manifests and records in the customs houses.

Q. Were they such services as were essential to the prosecution of the cases? A. All of these were, yes sir.

Cross-examination.

By Mr. THOMAS:

Q. Who was Omar D. Conger? A. A very prominent lawyer formerly a member of Congress from Michigan.

Q. He had been a Senator had he not? A. Yes sir, but was practicing law in this city.

107 Q. Who was Phil. B. Thompson? A. Quite a prominent lawyer of this city, formerly from Kentucky.

Q. He had been a member of Congress at one time? A. Yes sir.

Q. Have you any personal knowledge of this alleged payment of \$2,000.00 to Omar D. Conger? A. Yes, sir; I saw the checks paid to Mr. Conger and remembered once or twice seeing him pay cash to the son.

Q. How much cash did you see him pay? A. I cannot say the amount.

Q. How many checks? A. I cannot remember.

Q. Which one of the Congers, father or son, did he give these checks to? A. They were handed to one or the other.

Q. Do you know of your own knowledge of money paid to Phil. B. Thompson? A. Yes sir, he was paid by check or cash, I could not say how much by cash or how much in checks.

Q. What services did Mr. Thompson render? A. He went before the committees and argued the question as to the legal liability of the Government.

Q. These cases had all been certified to Congress by the Court of Claims? A. Some of them.

Q. And there had been printed petitions in the Court of Claims? A. Yes, sir.

Q. Was all the evidence in the cases printed? A. I think not all.

108 Q. Were there printed briefs and arguments in the cases? A. Yes, sir.

Q. Do you know whether Conger & Son had the benefit of these briefs and arguments when they made their arguments? A. I think so.

Q. Did they add to the arguments? A. I think so, in some cases.

Q. Do you know what those cases were? A. There was one of the attorneys found data showing that none of these decrees by the French courts were based on the ground that the United States and France were at war and refuted their statement in Congress.

Q. Which one of the attorneys found that out? A. I cannot remember just now.

Q. Was that the only new fact in the case that was not in the Court of Claims? A. Oh no, Congress had ignored the judgment

of the Court of Claims and it was necessary to present additional arguments in addition to what the court had said.

Q. Who was Walter S. Hutchins? A. A son of Stilson Hutchins.

Q. What did he do? A. I think he went before the committees.

Q. Do you know whether he is a lawyer? A. I cannot say.

Q. Frank P. Morgan, what did you say he did? A. I do not know much about him.

Q. You don't know whether his services were worth \$150.00?

A. I could not say of my own knowledge.

109 Q. H. W. Worthington, do you know him? A. Yes sir, he is a lawyer.

Q. Does he practice in the courts or at the Capitol? A. I could not say.

Q. You never came in contact with him around the court house?

A. I could not say.

Q. Do you know whether Mr. Earle paid him \$200.00 in these cases? A. I could not say.

[Q. Where was he? A. In Mr. Earle's office.]\*

Q. Are you personally acquainted with William McAdoo? A. I cannot say that I am.

Q. You don't know whether \$100 was paid to him? A. I could not say.

Q. Do you know Mr. H. D. Money? A. Yes sir, he has been a member of Congress and is now a Senator.

Q. What had he to do with these cases? A. The same as the rest of them.

Q. Do you know anything about this alleged payment of one thousand dollars to him? A. I do not.

Q. Now this payment to Robert B. Bradford? A. I know that I saw checks given to him a good many times.

Q. How many checks were paid to him? A. I cannot say just how many.

Q. Do you know for how much these checks were? A. I  
110 could not say at this date.

Q. Was Mr. Bradford a lawyer? A. I think so.

Q. Where did he practice? A. Around the Capitol.

Q. Did he have any business around the courts here? A. I could not say.

Q. You say you first went with Mr. Earle in 1885, how old were you at that time? A. Nearly thirty years, I had been at the bar six years, and had been with Shellabarger & Wilson at that time.

Q. Didn't you go as a clerk at that time? A. I was paid practically as a clerk to perform legal services.

Q. He paid you fifty dollars a month? A. Fifty dollars cash and one hundred dollars more.

Q. And you worked with Mr. Earle on these cases? A. Yes sir.

Q. Do you know where Dudley & Michener rendered services?

A. All in Congress before the committees before the passage of the act of 1891.

Q. What committee? A. The Judiciary and Appropriations Committees in both the House and Senate.

Q. Were you personally acquainted with Mr. Shelly? A. Yes sir, I know him.

Q. Formerly a member of Congress? A. I do not know.

Q. Should that be C. R. or C. M. Shelly? A. I could not say.

Mr. Shelly has lately been with C. B. Butler of South Carolina.

111 Q. Do you know whether one thousand dollars was paid to him? A. I do not know.

Q. Where was his work? A. Around the committees.

Q. L. B. Clarke, what is his business? A. Had he been a member of Congress, or was he a lawyer? A. No, his business was hunting up the manifests and registers.

Q. Was he a clerk in Mr. Earle's office? A. No, sir.

Q. Do you know whether he was paid \$700.00? A. I do not.

Q. Do you know whether Mr. Earle had any other business in the Court of Claims except these spoliation cases? A. Very little.

Q. Any departmental business? A. Hardly any.

Q. Where did he have his office in 1885? A. He moved, I think, from the Corcoran building to the Kellogg building upon the passage of the act.

Q. How many rooms did he have in the Kellogg building? A. Several.

Q. Did he carry his other business in there with him? A. He had hardly any other.

Q. During these cases did he argue any other cases in the Court of Claims? A. Few.

112 Q. Did he have any cases in the supreme court of the District of Columbia? A. I think a few small ones.

Q. He had other business before the departments? A. Very few cases.

Q. Was he attending to some other business then? A. It hardly could be called much.

Q. Did he have other cases before Congress than these? A. I do not think so.

Q. When did you cease to be employed by him? A. I think I was with him until the spring of 1893. Congress had failed to make an appropriation and my work in those particular cases stopped. There was a mutual agreement that I should not charge anything for my services after that date.

Q. Did you remain in his office from 1893 to the — of his death? A. Yes sir.

Q. Did you pay any rent? A. Yes sir, very little, I had only desk room.

Q. Did you pay any rent before 1893? A. Prior to 1891 I did not because I was working on these cases exclusively.

Q. Did you do any other business during the time you were with Mr. Earle? A. Very little.

Q. Did you practice in the supreme court of the District of Columbia? A. Very little.

Q. You had no other business before the Court of Claims  
113 except the French spoliation cases? A. No, very little, my time was devoted almost exclusively to these cases.

Q. Do you know whether Mr. Earle had any other French spoliation claims as associate counsel with other attorneys, in which these Causten papers were used, other than those on the list? A. No, sir; he did not have any other claims.

THEODORE J. PICKETT, having been recalled testifies as follows:

By Mr. GITTINGS:

Q. Do you know Omar D. Conger & Son? A. Yes sir, very well.

Q. Do you know whether they were employed by Mr. Earle in the prosecution of these cases? A. I do.

Q. Do you know whether Mr. Earle paid them anything for their services? A. I do.

Mr. Thomas reserves an objection.

WITNESS: I know he gave them checks for various amounts, either Mr. Conger or his son, and Mr. Earle told me at the time the checks passed to put it down in the book of accounts.

Q. Did he tell you the amounts at that time? A. Yes sir.

Q. Do you know Phil. B. Thompson and whether he was employed by Mr. Earle in the prosecution of these cases? A. Yes sir, he was.

Q. Do you know whether he was paid for his services and how much? A. Yes sir, in the same way as the Congers.

114 Q. Do you know Walter S. Hutchins? A. Yes, sir.

Q. Do you know what services he performed? A. I know that he was paid because I saw the checks but do not carry the amounts in my mind.

Q. Do you know Frank P. Morgan. A. Yes, sir.

Q. Do you know whether Mr. Earle paid him anything? A. I think he paid him \$150.

Q. Did you see him pay it? A. Yes, sir; my impression is very strong that I saw Mr. Earle give him the check.

Q. Do you know William McAdoo? A. Yes, sir.

Q. Do you know whether he rendered any services? A. The payment to Mr. McAdoo was made as a compensation for having Mr. Earle retained in some cases. It was a part of the fee. I know it was for services in the French spoliation cases.

Q. Do you know H. D. Mooney? A. Yes, sir.

Q. Do you know whether he was employed and paid by Mr.

Earle? A. Yes, sir; he was. I took checks to him myself on several occasions.

Q. Do you know whether it was the amount stated? A. It was the amount stated in the books.

Q. You carried the checks to him? A. I remember one time I did so.

Q. Do you know R. B. Bradford? A. Yes, sir.

Q. Did he render any services? A. Yes, sir.

115 Q. The amount shown in the books as paid to him is correct? A. Yes.

Q. Do you know Dudley and Michener? A. Yes, sir; I know of them but do not personally know them.

Q. Do you know whether they rendered any services to Mr. Earle? A. Yes, sir.

Q. Were they paid? A. I know that Mr. Earle wrote out checks for them and told me to charge them up.

Q. Do you know C. R. Shelley? A. Yes, sir.

Q. Did he render any services to Mr. Earle? A. Yes, sir. The amount stated in the book as paid to him is correct.

Q. What is the amount of \$10,400 which appears in the books as due you? A. I rendered services as a clerk in Mr. Earle's office until I was admitted to the bar. I was then retained as an associate counsel and argued some of the cases in the Court of Claims. My duties consisted of searching the records to find data upon which to file suit. I searched the records in the State and Treasury Department- and the Congressional Records, and I assisted in getting  
116 various records and did the general duties of a clerk in the office.

Q. Was it a written agreement with Mr. Earle? A. No sir.

Q. What were the terms? A. He was to pay me one hundred dollars a month.

Q. Does the book correctly show the data you began your services? A. Yes, sir.

Q. Was that a reasonable compensation for the services you rendered? A. Yes sir.

Q. What had you been earning prior to accepting that *petition*? A. The salaries I got prior to that time varied. I sometimes got sixty dollars a month and at times when I was in charge of the work I got seventy-five dollars a month and expenses.

Q. What were you getting just at the time you gave up your position to, go with Mr. Earle? A. Just prior to the time I went with Mr. Earle I had been in charge of work on the James river and I got just seventy-five dollars a month and expenses, and the month before that I got just sixty dollars a month.

Q. Were you to be paid monthly or in part of the contingent fee? A. I was to be paid monthly.

The hearing is then adjourned to Wednesday, October 23d. 1901, at ten o'clock a. m.

WEDNESDAY, *October 23rd*, 1901—10 a. m.

Hearing pursuant to adjournment.

Present: Mr. J. C. Gittings, W. T. S. Curtiss.

117 Mr. Gittings files and offers in evidence the original contract between William E. Earle and William T. S. Curtiss, referred to in the testimony of Mr. Curtiss yesterday. Mr. Gittings files a copy of the said contract subsequent to the objection of counsel for the complainant and others interested and the right to call for the original at any time in the progress of the cause.

The copy is filed marked Exhibit W. T. S. C.—Oct. 23/01.

The hearing is then adjourned subject to notice.

FRIDAY, *October 25th*, 1901—11 o'clock a. m.

Hearing pursuant to notice.

Present: Mr. Thomas, Mr. Miller, Mr. Gittings, and Mr. Earle.

THEODORE J. PICKETT, having been recalled for further examination testifies as follows:

By Mr. GITTINGS:

Q. Have you voucher 14? A. Yes sir. (Witness produces voucher.)

Q. State what the payment to Haislett was for? A. That bill was for awnings put up at the windows in one of the office rooms to exclude the sunlight which generally came in there during the morning and afternoon.

Q. State whether that was or was not one of the rooms used by the Causten agency? A. It was the room in which Mr. Earle had his desk.

Mr. Thomas objects.

Q. Have you voucher 17? A. Yes sir. (Produces voucher.)

118 Q. What is it for? A. It is a bill from M. W. Beveridge for filter and water cooler, stand &c. The bill amounts to \$8.39 of which one-half or \$4.20 was charged to spoliation expenses.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects to the offer as immaterial and an improper charge in this account.

Q. Have you vouchers 57 and 58? A. Yes sir. (Produces vouchers.)

Q. Were there any charges in those vouchers that were not proper charges against the spoliation claims?

Mr. Thomas objects to the question as calling for the opinion of the witness.



Q. State what the charges are for? A. The vouchers are for sundry small items such as stamps, telegrams, express packages, and servant hire.

Q. State whether or not those expenses were incurred in or about the conduct of the French spoliation claims, or in connection with Mr. Earle's private business? A. They were all incurred in connection with the French spoliation claims.

Mr. Gittings offers the two vouchers in evidence.

Mr. Thomas objects.

Q. Have you vouchers 60 and 61? A. Yes sir. Those vouchers are for rent.

Q. For what months and for what year? A. Voucher 60 is for the month of September, 1885, and voucher 61 is for August 1885.

Q. What does the voucher show the rent of the rooms was? A. Forty-five dollars, and voucher 60 shows that of that rent two-thirds was charged to French spoliation claims, being \$30.33, the  
119 sum of fifty cents for gas being charged in addition. Voucher 61 shows on its face rent of forty-five dollars and I will be obliged to look at the book to see if the full charge of forty-five dollars is charged against the spoliation claims.

Mr. Thomas objects for the same reasons as stated before.

WITNESS: Voucher 61 shows a receipt for \$45.00, two thirds of that or \$30.00 was charged to the spoliation claims cases.

Q. Have you voucher 63, and what does it show? A. That is a bill from Rhodes & Simms for a pigeon-hole case to contain French spoliation papers only.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects upon the same grounds as stated before.

Q. Have you voucher 74 for sundries? A. Yes sir.

Q. State whether the charges in voucher 74 were about French spoliation claims? A. All the charges were entirely about the French spoliation cases.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects for the same reasons given above.

Q. Have you voucher 75, and what is it for? A. I have, it is a receipt for the payment of rent of forty-five dollars, of which thirty dollars was charged against the spoliation claims.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects on the grounds that it is immaterial and not proper in this account, it being Mr. Earle's office expenses.

120 Q. Have you voucher 88 for sundries? A. Yes sir. (Produces voucher.) The charges are for the spoliation cases and no other purpose whatever.

Mr. Thomas objects upon the same grounds as before.

Q. Have you voucher 89? A. Yes sir, it is for rent and gas, of which two-thirds was charged to the French spoliation cases.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects for the same reasons as given heretofore.

Q. Have you voucher 101? A. Yes sir, it is one of the vouchers for sundries. All of the items were for spoliation cases and no other purpose.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects for the same reasons as given before.

Q. Have you voucher 102? A. Yes sir, it is a voucher for rent amounting to \$315.00 two-thirds of it being charged to the spoliation claims.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects for the same reasons given before.

Q. Have you voucher 108? A. Yes sir, it is for the sum of seven hundred dollars paid to Innis N. Palmer for clerical services and making translations, for the month of February, March, April, 121 May, June, July and August. The services performed by General Palmer were solely connected with the prosecution of the French spoliation claims.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects to the voucher as an improper charge in this accounting.

WITNESS: The translations referred to in voucher 108 were necessary to be made in order that the cases could be prepared.

'They were translations' generally of French or Spanish official papers from the prize courts that had jurisdiction of the vessels, and were mostly in the language known as the West Indian patois.

Mr. Thomas objects to the witness stating his opinion.

Q. Have you voucher 113? A. Yes sir, it is a voucher for sundries and they were all entirely for the French spoliation claims.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you voucher 114? A. Yes sir, it for the sum of forty-five dollars paid to Mr. Willard for rent, two-thirds of which is charged against the French spoliation claims.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you voucher 126? A. Yes sir, it is signed by Mr. James M. Johnston, for \$14.75 paid him for certified copies of papers in the case of W. W. Corcoran vs. The United States. Mr. Corcoran had a

claim under the French spoliations and the amount has been recovered and paid. The certified copies of the papers for which  
122 the sum was paid Mr. Johnston were part of the records in the court here, necessary to be filed in the Court of Claims.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you voucher 129 for sundries? A. Yes sir, it is one of the sundries vouchers and amounts to \$16.55. There is a separate receipt attached to this voucher from C. B. Thompson for type-writing amounting to \$5.00, of this separate receipt only \$2.25 is charged to French spoliations, the remainder being for Mr. Earle's private purposes.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you voucher 130? A. Yes sir, it is the same as the other vouchers for rent.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you voucher 142? A. Yes sir is a voucher for rent.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you voucher 143? A. Yes sir, it shows the sum of \$10.15 for sundries, and is just like the other vouchers of that character, all entirely for the spoliations cases.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you voucher 150? A. Yes sir, that is for a Remington typewriter and was used in the office for French spoliations work.

Mr. Gittings offers the voucher in evidence.

123 Mr. Thomas objects.

Q. Have you voucher 153? A. Yes sir, it is for rent for the month of April, 1886.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you voucher 158? A. Yes sir, it is for two hundred dollars paid Clark & Stewart in Baltimore as their retainer in the cases of Van Kopp, Anaspach, Brum and Ambrose Clark.

Q. Were they French spoliation cases? A. Yes sir.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you voucher 163? A. Yes sir. It is a memorandum of

the amount paid Mortimer A. Downing for clerical services and was entirely for French spoliations, that was all the work he did.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you voucher 165? A. Yes sir, it is for sundries amounting to \$6.78, entirely for postage with the exception of fifty cents for telegrams. There were two postage accounts kept in Mr. Earle's office, one for the French spoliations account and the other for his own account.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you voucher 166? A. Yes sir, it is for rent, gas and janitor's services amounting to \$48.25, and was paid to Mr. Willard, of that amount two-thirds was charged against the spoliations cases.

124 Mr. Thomas objects.

Q. Have you voucher 269? A. Yes sir, this is a memorandum of the amount paid Mortimer A. Downing, and I repeat my testimony as to the other Downing item.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you voucher 170? A. Yes sir, it is for sundries, mostly stamps, all charges in this voucher are exclusively for spoliations claims.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you voucher 171? A. Yes sir, for rent.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you voucher 173? A. Yes sir, it is for an amount paid Milans. I had charge of that part of the business, the bill was audited and compared by me at the time the printed matter was returned to the office by Milans. It is almost exclusively for the printing of the petitions in the French spoliations cases and the other matters charged in the bill such as arguments briefs and calls, in short, all items in this bill were exclusively French spoliations and nothing else.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you voucher 180? A. Yes sir, it is for sundries amounting to \$38.66, there is also attached to it sub-vouchers for  
125 some of the amounts included therein, all the items were exclusively for French spoliations claims.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you voucher 181? A. I have not the voucher here. It is for rent and is like all the other vouchers for rent, it was for July 1886.

Mr. Thomas objects.

Q. Have you voucher 183? A. Yes sir, it is the amount paid Archibald Hopkins chief clerk of the Court of Claims.

Mr. Gittings offers the voucher in evidence.

Q. Have you voucher 185? A. Yes sir, it is for sundries and was for the French spoliation claims.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you voucher 189? A. Yes, sir; it is for rent.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you voucher 197? A. Yes sir, it is a voucher for rent.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you voucher 198? A. Yes sir, for sundries.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

At this point a recess is taken until one o'clock p. m.

Hearing after recess.

Present: Mr. Thomas, Mr. Earle, Mr. Gittings.

THEODORE J. PICKETT—examination continued by Mr. Gittings.

Q. Have you the several vouchers from 197 up to 781 which refer to the rent? A. I have vouchers 213, 219, 238, 256, 275, 286, 303, 319, 348, 379, 384, 410, 439, 469. These all refer to rent.

Mr. Gittings offers the vouchers in evidence.

Mr. Thomas objects.

Q. Have you the several vouchers from 198 to 781 which refer to sundries? A. I have several vouchers from 198 to 781 which refer to sundries. I have vouchers 152, 221, 237, 255, 312, 317, 340, 349, 703, all of which appear to be for sundries and are of the character as I have heretofore testified to as sundries.

Mr. Gittings offers these vouchers in evidence.

Mr. Thomas objects.

Q. Have you all the vouchers of Mortimer A. Downing for services from voucher 215 to voucher 781? A. I have but one memorandum of amount paid to Mortimer A. Downing, known as No. 215, in addition to those as to which I have heretofore testified. I have produced all the vouchers that were marked by Mr. Thomas on the account. I would add that any items as shown in there paid to Mortimer A. Dowiing were paid as shown by the vouchers.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

127 Q. Have you all the vouchers relating to the payments made to J. D. Milans? A. I have all the vouchers marked by Mr. Thomas paid J. D. Milans and other printers, these are Nos. 199, 229, 244, 293, 297, 323, 372, 422, 440, 565, 566. These vouchers were paid for printing of French spoliation cases or matters relating to French spoliations only.

Mr. Gittings offers the vouchers in evidence.

Mr. Thomas objects.

WITNESS: I have heretofore testified as to one voucher of amount paid to Innis N. Palmer. I now produce voucher 307 which was paid him for services rendered in and about the French spoliation claims, principally translating and copying papers in the French spoliation cases.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you vouchers 502 and 503, payments to the "Capital" and what do they relate to? A. Yes sir, those vouchers were for printing in the French spoliations claims, copies of papers, &c. The indebtedness was incurred as a contingency.

Mr. Gittings offers the vouchers in evidence.

Mr. Thomas objects to the charges as improper ones.

Q. State what was the matter you had printed in these vouchers? A. These vouchers were for printing matter relative to the claims, in the Capital newspaper, and also for a card stating that Mr. Earle was conducting the prosecution of the claims, and for copies of the papers in wrappers.

Q. What was the purpose of the advertisement? A. To further the claims, to secure claims, and also to advocate the payment of the claims.

128 Mr. Gittings again offers the vouchers in evidence.

Mr. Thomas objects to the items as not proper for printing and advertising under the agreement.

Q. Have you voucher 529? —. Yes sir. Mr. Lovering was a grandson or great grandson of Joseph Taylor who was an insurance broker in the city of Boston, and he had in possession a large num-

ber of papers proving the various cases. The voucher is for the amount paid Mr. Lovering for arranging and comparing the evidence that he had relating to these claims. The use of these papers enabled Mr. Earle to recover for a large number of claims and for a large number that will be recovered in the future. Mr. Lovering was summoned as a witness in the Court of Claims and produced the papers and accounted for their custody and identified them. His deposition is printed and covers a number of pages; the evidence produced by him has been partly printed, that part which has been printed relates to a great many cases and makes a number of large pamphlets, and a great part of it has not yet been printed. It was of great value to the claimants and was productive of a large amount of fees in that it proved a great many cases in which otherwise there was no evidence.

Q. Have you a copy of the printed matter? A. I have several copies referred to by me in my last answer, the evidence is furnished by Mr. Taylor which is used constantly all the time in these cases. The petitions filed to cover these cases in his office were I think considerably over two hundred which involved the interests of a large number of people.

Mr. Gittings offers the voucher in evidence.

129 Mr. Thomas objects.

Q. Have you voucher 542? A. Yes sir, this is for the payment of \$88.65 to Sarah A. Huntington. I cannot state further as to what it is, as it was some ten years ago and I do not happen to recollect this particular one. I can only say it was paid in and about the French spoliation claims.

Mr. Gittings offers the voucher in evidence.

Mr. Thomas objects.

Q. Have you voucher 565? A. I testified as to all those vouchers under the head of printing. In addition to what I testified in regard to the Lovering matter I would like to state that it also consisted of a large number of books of accounts, office copies of policies as they were known, large books larger -an an ordinary size ledgers. The papers produced by him were the entire papers of the Taylor office at that time probably with the exception of the office of Peter C. Brooker, the largest insurance office in the country, and policies on these various vessels and cargoes were underwritten in that office on the vessels seized by the French, and before payment was made by Mr. Taylor the assured had to produce the protest of the master of the vessel and certified copies of the decrees of the court that condemned the vessel and such other evidence that was satisfactory to Mr. Taylor, the office keeper, that the loss had occurred. It was this evidence that Mr. Lovering arranged and identified, accounted for its custody, and produced in the Court of Claims, and on that evidence the favorable findings were made by the Court of Claims in a large number of cases.

130 Mr. Thomas objects to testimony as to what the Court of Claims founded their findings upon, and also to the question.

Mr. Gittings states that the defendant reserves the right to produce the copy of Mr. Lovering's evidence.

Q. Are you familiar with the Causten papers? A. I am.

Q. State whether they were of any benefit to the prosecution of these cases or not.

Mr. Thomas objects and the objection is sustained.

Q. State whether or not the Causten papers alone were sufficient to obtain judgments in the several French spoliation cases which were prosecuted by Mr. Earle?

Mr. Thomas objects and states that his objection is based upon the fact that Mr. Lovering was not a lawyer and could have been produced by summons or a commission appointed.

The objection is sustained.

Mr. Gittings notes an exception.

Q. You have thoroughly examined the Causten papers? A. Yes, sir.

Q. State whether or not there is any evidence in the Causten papers which could have been used in the prosecution of the cases in which Peter Brooks appears as assignee?

Mr. Thomas objects and the objection is sustained.

Mr. Gittings notes an exception.

Cross-examination.

By Mr. THOMAS:

131 Q. Did you testify about these large sums paid to, Conger & Son and others? A. Yes sir, I testified about all of them.

Q. Do you know of your own personal knowledge that Conger & Son made any argument and filed any printed briefs before Congress in these claims? A. I have seen the printed briefs prepared by Conger & Son.

Q. Before what committees? A. I suppose the Committee on Claims.

Q. Do you know whether Mr. Phil. B. Thompson made any oral argument before the committee? A. I cannot recall any particular time on which he did so, but have no doubt but what he did so.

Q. You have no personal knowledge of it? A. I was not present.

Q. You know Walter S. Hutchins? A. I cannot say that I do very well.

Q. Do you know whether he is a lawyer? A. I do not.

Q. Do you know of your own knowledge whether he ever made any oral arguments before Congress or the committees, or sub-



mitted any printed briefs in Ergood & French spoliation cases? A. No sir.

Q. Now as to Frank P. Morgan, what do you say he did? A. I testified that Mr. Morgan was employed to assist in the claims and that he was paid the amount as charged.

Q. What do you know of his services? A. I do not know further than that he was employed to advocate the passage of the bill by such arguments as he could bring to bear.

132 Q. Is he a lawyer? A. I do not know.

Q. Do you know of your own personal knowledge whether he made any arguments or filed any briefs? A. I was not present when he did so.

Q. Do you know H. W. Worthington? A. I know him by sight.

Q. Do you know whether he is a lawyer? A. He claims to be a lawyer.

Q. Do you know of your own personal knowledge that he made any oral arguments before the committees or filed any briefs before the committees of Congress in Ergood & these claims? A. I was not present when he did so.

Q. Do you know William McAdoo? A. Yes sir.

Q. Do you know of your own personal knowledge whether he ever made any oral arguments or filed briefs before the committees of Congress in Ergood and these cases? A. I do not, I have heretofore testified that the services Mr. McAdoo rendered was in placing a case in Mr. Earle's hand.

Q. Now as to H. D. Money, have you any personal knowledge that he made any oral arguments or submitted any printed briefs in support of these claims before committees of Congress? A. I was not present when he did.

Q. Now as to the payment of R. B. Bradford, was he a lawyer?

A. I do not know.

133 Q. Do you know whether he made any oral argument or submitted any briefs before the committees in regard to the French spoliation claims? A. I know that Mr. Bradford went to the Capitol on numbers of occasions as well as these other gentlemen mentioned, for the purpose of presenting the claims before the committees or the special committees, and whether they did or did not make arguments I do not know as I was not present, I do know that they went for that purpose.

Q. But whether he performed any services you do not know? A. I know that he went to the Capitol to render that service and that is the same as to the other gentlemen.

Q. What is the amount due to T. J. Pickett for? A. For clerical services performed in the office of Mr. Earle up to the time I was admitted to the bar, and after that I was admitted as associate counsel. I received \$100. a month.

Q. When you rendered clerical services how much did you receive a month? A. The same.

Q. How many months were you employed? A. I went in Mr.

Earle's office I think in June or July 1885 and staid there with him until his death with the exception of several months when the matter was not looking very promising when I left and opened an office with James L. Pugh, Jr., and then after the appropriation of 1891 was made I returned with Mr. Earle.

Q. As to this item of two thousand dollars to Dudley & Michener, do you know of your own personal knowledge that they rendered any services in making any oral argument or submitting any briefs to the committees in Ergood & these claims? A. I was not present.

Q. The payment to C. R. Shelley, do you know of your own personal knowledge whether Gen'l Shelley rendered any legal services before the committees of Congress? A. My knowledge of his services is exactly like that of the others.

Q. Who was L. B. Clark? A. He was employed by Mr. Earle to make some searches among the custom house records in Connecticut and Rhode Island and those services related exclusively to the claims as the court requires that the American character of the vessels must be proven by the registers, and the cargoes are proven by the manifests.

Q. Was Mr. Clarke in Government employ? A. No, Mr. Clark made search of those records on that principle in Connecticut, Rhode Island and Massachusetts.

Q. He was not a lawyer? A. Not that I know of.

Q. He was not employed in Mr. Earle's office? A. No, sir.

Q. Do you know anything about the item of \$2,133.80 cost of suit against Clarke, *et al.*? A. Nothing.

Q. Was Innis N. Palmer a clerk employed in Mr. Earle's office during the prosecution of these claims? A. He was a clerk in that he performed clerical services but more especially engaged in translations.

Q. He was a retired army officer? A. Yes sir.

135 Q. He is dead now? A. Yes, sir.

Re-direct examination.

By Mr. GITTINGS:

Q. State whether as a matter of fact you know that the amounts represented by these vouchers were paid by Mr. Earle or not? A. Yes, sir, they were paid.

By Mr. THOMAS:

Q. Do you know why Mr. Earle did not take the receipts of the parties he paid these moneys to? A. I think Mr. Earle generally paid those matters by check. Mr. Downing, one of the parties who has an unsigned voucher there was a friend of mine and I saw him paid.

Q. I notice a great many of the vouchers are in the same handwriting? A. Yes sir, mine.

Q. When were they made? A. They were made by keeping them on a little slip of paper and at the end of the month we would make out the cash account.

Q. Now vouchers 58 and 108 neither of them are signed and are in the same handwriting. When were they made out? A. They are in my handwriting and I made them out at the time the items were paid out. I had a slip of paper and put the things down as I got them, these are the same slips that were shown to Mr. Wagga-man and——

Mr. Thomas objects to the last part of the answer.

136 HENRY M. EARLE, having been recalled for further examination testifies as follows:

By Mr. GITTINGS:

Q. State what this item in the account is, "Cost suit against Clarke *et al.*"

Mr. Thomas objects to the item as not a proper charge in this accounting.

A. Just after the last appropriation my father died. Some years before that he had a contract with Clarke & Simms for the cases. They took the grounds that they were entitled as surviving partners to take all the funds and wrote me that they were going to file a suit. I negotiated with them for some time trying to have the matter left to an arbitrator or to some trust company; finally as they would not agree to that I brought an action as necessary to establish the right of the Earle and Cuasten estates to these claims. Finally they agreed to the appointment of two receivers who were to act without compensation, the matter to be left to two arbitrators. The arbitrators were Mr. A. S. Worthington and Mr. H. E. Davis. I was authorized by the court to employ counsel and a great amount of testimony was taken, and the court finally decided the matter by giving nearly all the money to the Earle estate and consequently the Causten agency. The item of \$2,133.80 makes up the aggregate of costs actually incurred in that matter, and when this account was rendered to Mr. Waggaman the letter which accompanied it stated that any of these matters could be explained.

Mr. Thomas objects to the items of *of* costs in the Clarke suit.

137 Mr. Gittings reserves the right to put in the findings of the arbitrators and the records of the orphans' court.

Q. State what other business your father had at the time he undertook the prosecution of these French spoliations cases, from the time he commenced up to the time of his death. A. My father moved to Washington to make a specialty of Supreme Court cases. About two years after he had been living here he took up the matter

of French spoliations and from about the time this contract was made with the Waggaman estate he gave up all business, moved from the Corcoran building to the Kellogg building, and gave up all other business. I was there as a clerk for two years and know that he gave up all other business. I took him over a year to prepare the briefs for the Court of Claims. He stated to me often that he regretted taking the matter up. During this time he completed several of these cases in the Supreme Court, but with the exception of that and two or three others, and two or three small cases in the supreme court of this District, he had no other business of any nature. Several years subsequent to the time of the first appropriation I remember one matter that he had of considerable size and importance, that was the case of Mrs. Mercer against trustees, that was during the time that Congress had failed to make appropriations. It was a cause of great regret to him that he had given up his time to these matters.

Q. State whether or not you have searched for the checks and check books of your father since the last time you testified in this case? A. When I moved from 1407 G street I had all these

138 checks and check books in a large case in my office on 4 $\frac{1}{2}$  street. Some years afterwards I moved to New York and took a clerk named Ricketts with me, I went before he did and wrote to him to bring up this case. I had been keeping them for some years and I expected Ricketts to keep the papers but he sent the case without sending the papers.

Q. Was this prior or subsequent to the appropriation of 1899? A. This was in June 1898.

Hearing is adjourned subject to notice.

TUESDAY, Dec. 31, 1901—11 a. m.

Hearing pursuant to notice.

Present: Mr. Thomas, Mr. Williamson, Mr. Gittings.

THEODORE J. PICKETT, having been recalled by Mr. Gittings testifies as follows:

By Mr. GITTINGS:

Q. Do you now recollect what voucher 542 to S. A. Worthington for \$88.65 was for? A. Yes sir, that was a voucher that I did not remember very distinctly when I testified about it before, but it was in payment of depositions taken to prove identity and the next of kin of some of the complainants, in which a gentleman by the name of Huntington had some interest.

Q. In your former testimony you were requested to produce the contracts existing in which Mr. William E. Earle had an interest, which contracts were not in his possession, and which you spoke of as the contracts in the possession of Samuel Stevens estate.

139 Have you now those contracts? A. Yes sir. These contracts relate to the claims known as the Shellabarger & Wilson

cases, as that is the way we distinguish them in the office. I have those contracts which were handed to me by Mr. Hoehling who had charge of them, as executed of the estate of Mr. Stevens. Mr. Stevens in his life time having charge of these contracts. That package as I received it from Mr. Hoehling contains vouchers numbered from one to one hundred. The package has not been opened by me since I received it.

Mr. Gittings states that the contracts are produced in response to the call made by the former hearing.

Cross-examination.

By Mr. THOMAS :

Q. These are the contracts in which Shellabarger & Wilson had an interest with Mr. Earle? A. Yes sir and Mr. Stevens. So far as I know without comparing them there may be some more contracts.

By Mr. GITTINGS :

Q. Subsequent to the death of William E. Earle who prosecuted the French spoliation cases in which he had an interest? A. They were prosecuted by W. T. S. Curtiss and myself and in some of the cases by Henry M. Earle.

Q. How did you become interested in the process of these cases subsequent to Mr. Earle's death? A. We made a contract with Henry M. Earle, executor of his estate.

Q. Have you that contract with you? A. Not the original. That is in the possession of Mr. Curtiss and not expecting to testify  
140 this morning, I did not get it from him and he had left the office when I got your message. I produce a copy of it which has been compared both by the man who wrote it and also by myself and Mr. Curtiss and I know it is correct.

Mr. Gittings offer- this contract in evidence and a copy of it is filed, marked "Exhibit T. J. T. Dec. 31, '01, No. 2."

Counsel for the complainant states that they have no objection to the filing of the copy in place of the original with the reservation that it shall not in any wise affect the rights of the Causten heirs under the contract.

Q. State whether any separate contracts with the claimants were made by you and Mr. Curtiss subsequent to the death of William E. Earle. A. In the cases where Mr. Earle was the sole attorney, the various claimants have given the power of attorney to Mr. Curtiss, myself and Henry M. Earle, to continue the prosecution of the claims.

Q. Have you examined the Causten papers? A. Yes sir.

Q. Are you familiar with them in detail? A. Yes sir.

Q. Do they contain any papers in relation to any claim which of itself would be proof in cases pending before the Court of Claims?

Mr. Thomas and Mr. Williamson object. The objection is overruled, and the testimony admitted for the purpose of showing the necessity of taking of proof in support of these spoliation claims not contained in the Causten record.

141 A. I say in answer to the question that there is but one case that I can call in which the Causten papers contained record evidence sufficient to establish a case and in this case it was not complete. I think we had to obtain other papers from the Treasury Department; they were not absolutely complete. They do also contain some other evidence that was material in proving some of the cases. Their chief value consisted of a list of persons that Mr. Causten had collected who had suffered losses and with reference to another list which contained a list of vessels which they were supposed to have lost, but with the exception above there was no evidence and there were a great many claims in which they contained no evidence or no reference to it. The Causten papers with the exception of the one case contained no proof with which we could have gone into court and established the seizure and condemnation of the vessels without additional evidence.

Mr. Gittings offers in evidence the letter press copy of a letter dated March 31, 1893 from Thomas E. Waggaman to the late William E. Earle, which reads as follows:

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MARCH 31ST, 1893.

William E. Earle, Esq.

DEAR SIR: As you are aware, in company with my attorney, I have been engaged in examining your accounts in the Causten estate under the contract existing between us. I have made already some six or eight visits to your office and have completed the examination of the books containing the report of your receipts of fees in the spoliation cases. Latterly I have been directing my attention to the accounts and vouchers showing your disbursements. This part of the investigation has been attended with the greatest difficulty, as I have already intimated to you personally, owing to the manner in which the entries were made. Sometimes it takes five or ten minutes to find an entry relating to a given voucher, and frequently I have been unable to find any entry whatever, and have been compelled to lay aside a number of vouchers for future examination. Entries in your book of disbursements are not made in order of date but are scattered at random, and can only be found by search. Under these circumstances I have found it impossible, after earnest effort to complete the examination in the present condition of the book and vouchers.

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What I suggest is this: That you will have the disbursements and vouchers recorded either in order of date or, if that be impossible, to have the vouchers numbered and recorded so as to

correspond with the entries. Were this done, I could complete in a very short time the examination.

It is also necessary that I should be informed what proportion of rent and janitor's fees you claim as chargeable against the Causten estate for the rooms in Kellogg building, and also for your present office. The charges as made, vary so that I am at a loss to understand the basis upon which they are made.

You will understand, I hope, that it is not my desire to put you to any unnecessary trouble, but simply to have the matter so arranged as to enable me to make an intelligent report to the court.

Please let me hear from you.

Yours truly,  
(Signed)

THOMAS E. WAGGAMAN.

Counsel for the defendant announces his testimony in chief as closed, reserving however the right to produce and offer in evidence the contracts which were exhibits to the equity suit between Henry N. Earle, administrator, vs. John Steward, and the finding of the court of arbitration in that case.

Mr. Gittings calls for the production of four letters from William E. Earle to Thomas E. Waggaman covering the period of the date of the first appropriation up to December 1892 in relation to this account.

144 The hearing is adjourned to Friday, January 10, 1902, until 11 o'clock a. m.

FRIDAY, *January 10th*, 1902.

Hearing pursuant to notice.

Present: Messrs. Thomas, Williamsom, Miller and Gittings.

ROBERT SCHRIVER, having first been duly sworn testifies as follows:

By Mr. THOMAS:

Q. Where do you reside? A. Cumberland, Maryland.

Q. Are you acquainted with the people connected with the Causten estate? A. The heirs, yes sir, I am one myself.

Q. Are you acquainted with the class of cases known as the French spoliations cases? A. In a general way.

Q. Were you acquainted with the late William E. Earle? A. Yes, sir.

Q. You were pretty well acquainted with him? A. I suppose you might say so, I knew him after he became connected with the French spoliations cases. I met him in regard to these cases.

Q. Do you remember about the time the first appropriation was made by Congress to pay the French spoliations awards? A. Yes, sir, I know of it.

Q. Will you state about the time that act was passed  
145 whether you saw Mr. William E. Earle and had any conversation with him about these cases? A. Yes, sir, I saw him the day the act passed, I had gone to his office to see him.

Q. And you did see him? A. Yes, sir.

Q. And you had a conversation with him? A. Yes sir.

Q. What did Mr. Earle say, if anything, in relation to these cases?

Mr. Gittings objects and the objection is overruled.

Mr. Gittings notes an exception, on the ground that witness is a party in interest under the contract and Earle being dead, he can not relate conversations.

A. The conversation was naturally in regard to these cases as he had just come from Congress and I had gone to see him about them. He congratulated me and I congratulated him, and he then said that he had spent some money to the extent of twenty-four thousand dollars, and said that having done that sort of thing he thought it would only be proper on the part of the heirs of Causten to contribute a proportional part, and he named one-fourth of it. In other words he asked that the heirs on their part should contribute about six thousand dollars.

146 Q. Did he state what the nature of these expenses was?

A. He spoke of it as expenses in putting the matter through Congress, pushing it and lobbying.

Cross-examination.

By Mr. GITTINGS:

Q. What is your business? A. President of the National Bank of Cumberland.

Q. What is your interest in the Causten estate? A. I suppose about one-twenty-fourth or something like that.

Q. How often had you met Mr. Earle? A. I suppose probably fifty times.

Q. Always in relation to these cases? A. Not necessarily in relation to them, but every time I came to Washington I went to see him to find how the cases were coming along.

Q. When was it that this conversation took place that you have related? A. On the day the bill passed. I do not know the exact date but I think it was in the spring of 1891 so far as I recall it.

Q. Do you remember what month? A. It was the day the bill passed.

147 Q. Can you give us the day of the month the bill passed?

A. No.

Q. Where did this conversation take place? A. In Mr. Earle's office.

Q. Where was his office at that time? A. In the Kellogg building.



Q. On what floor? A. I am not sure but I think it was the third.

Q. Was it a front or back office? A. It was back, as well as I can recall it. I am uncertain about the position of his office but think it was in south-west wing.

Q. Was anybody else present at that time? A. I think Mr. Curtis came in with him.

Q. That was the Mr. Curtis employed by him at that time? A. Yes, sir; but whether he was present at this conversation I cannot say.

Q. Was anybody else there? A. I do not recall anybody else.

Q. Tell us the language that Mr. Earle used in this conversation? A. I don't believe that I can recollect Mr. Earle's words except in a general way. There was nothing to impress the particular language upon my mind, but the fact was strongly impressed because he asked me to see the others and find out what they would do. The impression he gave me was that he had used——

148 Q. You don't mean to say that he said that he had used any money in lobbying? A. My impression is that he used the word "lobbying." He said that he used \$24,000 and he would like the heirs to contribute their proportion.

Q. Mr. Earle had no direct contract with you? A. No, sir; except through the administrators of the estate.

Q. Was he in the habit of discussing these matters with you? A. Yes, sir; in regard to the progress of the French spoliation cases.

Q. Did Mr. Earle ever discuss the matter of the contract with Thomas E. Waggaman with you? A. No. He talked with me the day the present contract was made with him, a change having been made from the previous contract between Mr. Earle and the administrators.

Q. What do you mean by saying, the day the bill passed? A. I mean the day it was passed by Congress.

Q. Had the bill been signed by the President? A. I do not know.

Q. Do you know that other bills had been passed by Congress and not signed by the President?

Mr. Thomas objects.

Q. Had you other conversations with Mr. Earle about this twenty four thousand dollars? A. Yes sir.

Q. What were they? A. His first proposition was that the heirs should contribute their one-fourth of the expenses, and he  
149 asked me how I felt about it, and I said that I felt inclined to agree to it but could not answer for the others. But if he wished to inquire I would see the others and let him know. After that I saw the others, my brothers and sisters, and had talks with them and reported those conversations to Mr. Earle at a later day.

Q. How much later? A. Probably several months, I do not know exactly.

Q. Was it six months or a year? A. Oh, yes, I had probably a dozen talks and when I came to Washington I would tell him what I knew and he would tell me what he knew. Mr. Earle's first idea was that the estate was not bound to pay its proportion of these expenses but afterwards when he moved on the other street and I was still talking about this same matter with him his manner changed and he said it was a claim against the estate and he was prepared to push it and if necessary take it to the Supreme Court of the United States. That was after some of the heirs had refused to consent to it.

Q. Did he ever state to you in detail what the expenses were? A. No, sir.

Q. Did you know that he had employed Omar D. Conger and Son to write briefs? A. No, sir; I do not think he ever told me any of those details. He only told me in a general way what he was trying to do, but never told me about this matter until the bill had passed.

150        JOSEPHINE YOUNG, having first been duly sworn testifies as follows:

By Mr. THOMAS:

Q. Where do you reside? A. Washington.

Q. You are one of the parties interested in the French spoliations claims? A. Yes sir.

Q. Were you acquainted with the late William E. Earle? A. Yes, sir.

Q. Were you very well acquainted with him? A. Yes sir, pretty well in regard to this matter.

Q. Do you remember whether you ever had any correspondence with him about these claims? A. Yes sir, quite considerable.

Q. Look at this letter dated May 1st, 1891, addressed to "Dear Miss Young," and purporting to be signed by the late William E. Earle, and state whether you received that letter from Mr. Earle? (Hands witness the letter.) A. Yes, sir.

Q. Look at the letter which I now hand you, dated Washington, September 19th, 1891, addressed to you and purporting to be signed by William E. Earle, his signature being in typewriting, and state whether that is the original letter received by you from Mr. Earle? A. Yes sir.

Q. You received that letter in that condition through the mail? A. Yes sir.

Mr. Thomas offers the two letters in evidence and they are filed marked Exhibits Y. Jan. 10/02—1 and 2.

Q. State whether you ever had any conversations with Mr. Earle in regard to the French spoliations claims?

151 Mr. Gittings objects on the same ground as that raised to Mr. Shriver's competency, and the objection is overruled.

Mr. Gittings notes an exception.

A. Yes, sir; I did.

Q. How many? A. I cannot tell the number.

Q. Do you remember having any with him after the passage of the appropriation bill for these claims in 1891? A. Yes, sir; a day or two afterwards.

Q. What did Mr. Earle say to you in any of these conversations in regard to getting the bill through Congress? A. He said that he had been obliged to pay this \$24,000 to get the bill through and said we ought to pay part of the expenses. He said that he could not force the payment but that we ought at least to pay one-fourth of the expenses. I declined, however, to do so.

Q. What did he then say? A. He said he thought it ought to be done, but that the expense was not incurred in an official way but was a private matter.

Q. Did he say to whom he paid these expenses? A. No, he said that he was obliged to pay the bill to get the matter through Congress.

Mr. Gittings states that he does not wish to cross-examine this witness.

152 JOHN C. GITTINGS having previously been sworn testifies further.

Sometime during the year 1899, after the appropriation by Congress, the attorneys in Baltimore who were interested in the French spoliation cases by virtue of a contract with William E. Earle, Messrs. John E. Semmes, John and David Stewart, Robert R. Brown, and Frank P. Clark, claimed that under the agreement with Mr. Earle the Earle estate would only be entitled to a *quantum meruit* out of that appropriation of 1899 in view of the fact that — was the duty of Mr. Earle to secure the appropriation under the agreement with them, and that he had died before doing so. They threatened to carry the money to Baltimore, and if we could not come to some understanding or amicable arrangement about it we would have to come there and fight them. I was requested, with Mr. D. W. Baker, to represent the Earle estate. We thereupon consulted with the attorneys representing the Causten estate, and also with the late Mr. J. M. Wilson. The outcome being that we prepared a certain bill which has already been offered in evidence. An injunction was issued restraining the people in Baltimore from collecting the fees from the Government pending the decision of the Court of Claims as to who should represent the claimants. Mr. Earle formally appeared as attorney of record. That was for the purpose of keeping the Baltimore people from getting the warrants. Argument was had and the outcome was that we finally entered into an agreement to arbitrate the differences with the Baltimore parties, and this paper

was prepared which I now desire to offer in evidence. I wish to state that this paper includes the agreement between the  
153 Baltimore parties and Mr. Earle, and a subsequent agreement entered into, subsequent to the first appropriation, some differences having arisen.

Mr. Thomas objects for the reason that the paper speaks for itself.

Mr. Gittings offers this paper, and the findings of the arbitrators, in evidence, and they are filed marked Exhibits E. Jan. 10/02—1 and 2.

Cross-examination.

By Mr. WILLIAMSON :

Q. The award as made was carried out? A. Yes.

Q. And the Earle estate received their share of fees according to that award? A. Yes, and which has already been accounted for in their accounting, but that does not show the amount which went to Clark and Semmes. There is an exception to the payment of twenty-one hundred dollars paid as expenses in the suit of Henry M. Earle, administrator, *vs.* David Stewart *et al.*, and I desire to state that that money was paid to Mr. Baker and myself. A petition was filed in the orphans' court and that amount was allowed and paid.

By Mr. WILLIAMSON :

Q. Was the Causten estate, or parties representing them, made party to that petition? A. I do not recollect.

Call having been made for the production of four letters, and Mr. Williamson having stated that he was unable to find the originals, Mr. Gittings now offers in evidence the letter press copies of said letters.

Mr. Williamson objects.

154 Mr. Gittings withdraws his offer of the letters.

The hearing is then adjourned to Friday, January 17th, 1902, at 10 o'clock a. m.

SATURDAY, April 26, 1902—at 10 a. m.

Hearing pursuant to adjournment.

Present: Mr. Thomas for complainant, and Mr. Gittings for defendants.

Mr. THEODORE J. PICKETT, being recalled, testifies as follows :

By Mr. THOMAS :

Q. Mr. Pickett, referring to the Nicholas Gilman claims, what was Mr. Earle's fee in those cases? A. You mean the amount?

Q. The amount of his fee. A. Under act of '99 the amount of the appropriation was two thousand four hundred and ninety-eight dollars.

Q. Now what was the entire fee in the case? A. The entire fee was eight hundred and thirty-two dollars and sixty-seven cents.

Q. And what was Mr. Earle's share? A. Mr. Earle's share was \$291.44 under the act of '91 the fee was \$77.47, of which Mr. Earle's entire fee was \$30.99.

Q. Now take the cases of Josiah O'Bear, Nathan Leach and Peter C. Brooks, Nos. 1999 and 2494 and state what Mr. Earle's share of the fees in those cases were? A. In the Peter C. Brooks, under act of '91 Mr. Earle's fee was \$4407.39 and in the same case under 155 act '99 Mr. Earle's share was \$1593.40. In the case of Nathaniel Leach appropriation made under the act of '99 Mr. Earle's fee was \$10.50. The appropriation under the act of '99 Mr. Earle's fee was \$113.71.

Q. William Smith, what was Mr. Earle's fee? A. Two appropriations of one thousand dollars each.

Q. John Granberry, what was the fee in that case, where he was sole attorney there? A. The case of John Granberry, the entire fee was \$27.25 of which R. H. Baker and Son, attorneys, at law of Norfolk, Virginia, were entitled to one-fifth, or \$5.45, leaving Mr. Earle's fee \$21.70.

Q. John Carari—that case under the Baltimore cases, what was Mr. Earle's share? A. According to my figures Mr. Earle's fee should have been \$1,370.24, then he also had an appropriation under the act of '91 and of the fee in that case Mr. Earle's share was \$414.35.

Q. James A. Buchanan. A. James A. Buchanan. This also is a Baltimore case. Mr. Earle's share of the fee was \$537.83.

Q. Now take the case of William B. Buchanan, what was Mr. Earle's fee in that case? A. The appropriation under the William B. Buchanan under the act of '99 has been stated as above, under the head of Smith & Buchanan, of which firm William B. Buchanan was a survivor.

Q. Take the case of Joseph Rodgers. A. Act of '99, in the case of Joseph Rodgers, Mr. Earle's fee was \$111.11.

156 Q. James Barry—what was Mr. Earle's fee in that case?

A. Mr. Earle's fee in that case was \$2125.50, but there had been a retainer of two hundred dollars paid in this case which was deducted from the fee and the amount paid Henry M. Earle, administrator, was \$1,925.50. Under the act of '91 the fee in the William Smith case to Earle was \$83.34, under the act of '99 the fee to Earle was \$166.67.

Q. The Thomas Amery? A. The Thomas Amery two one thousand appropriations. Under the act of '99 the fee in the Thomas Amery case was \$500.00 and under the act of '91 the fee to Mr. Earle was \$192.80.

Q. In the case of Charles Ghequiere, what did Mr. Earle get in that case? A. The appropriation in that case was \$3849.16. It is one of the Baltimore cases. Mr. Earle's share of the fee was \$449.08, gross fee was \$1283.05, and Mr. Earle's share of that was \$449.08.

Q. In the Smith and Buchanan case? A. That is one of the Baltimore cases and Mr. Earl's fee in that case was \$4283.56.

Q. Samuel Williams, what was Mr. Earl's share in the fee of that case? A. In the Samuel Williams' case, act '99, the Earl fee was \$184.75; that also is a Baltimore case, and was a settlement of the fees which are shown in equity cause No. 20,409, of the supreme court of the District of Columbia.

Q. Benjamin Williams, what was Mr. Earl's fee in that case? A. The fee to Mr. Earl in that case, act '99 was \$192.26.

Q. Take the case of William Patterson? A. This is also a Baltimore case. The appropriation was under act '99, and Mr. Earl's fee was \$1361.51.

Q. George Ripold; take that case? A. The fee paid to the Earl estate in that case was \$127.65.

Q. Now next, there is no rate of fees given in the Peter C. Brooks case? A. The contract was introduced here. The rate of fifteen per cent.

Q. Thomas Amery account, how much was the fee in that case? A. In the act of '91—that has already been stated. In the Francis Amery case Mr. Earl's fee was \$987.31.

Q. The John Codman, what was his fee in that case? A. Act of '91, Mr. Earl's fee was \$13.84.

Q. Moses Brown? A. His entire fee was \$5.54.

Q. Take the William Stanwood case? A. William Stanwood, the entire fee, act '91, was \$557.02, being a share of the gross fee paid Baker & Cornish, attorneys at law.

By Mr. GITTINGS:

Q. Mr. Pickett, looking over your testimony with reference to the amounts that were paid to the special attorneys I will ask you whether you know of your own knowledge, whether Omer D. Conger & Son were paid the amount.

Mr. Thomas objects to the question on the ground that witness had already gone over that matter.

By Mr. GITTINGS:

Q. Mr. Pickett, state whether or not you know of payments having been made to Omer D. Conger & Son by Mr. Earl?

Mr. Thomas objects to that question because it has already been the subject of testimony with Mr. Pickett, heard and examined on that point.

Mr. Gittings withdraws his question.

By Mr. GITTINGS:

Q. Mr. Pickett, do you know whether any money was paid by Mr. Earl to Philip B. Thompson for services in prosecuting the French spoliation cases?

Mr. Thomas objects to that as witness has already testified to that point.

By Mr. GITTINGS:

Q. Mr. Pickett, if so, state the amount? A. Mr. Thompson assisted in the prosecution of the French spoliation claims. I saw Mr. Thompson coming to Mr. Earl's office and Mr. Earl gave him checks.

Q. You know the amounts? A. I cannot recall any specific amount at any one time, but on these payments I was directed by Mr. Earl to make entries of it.

Mr. Thomas objects as to what Mr. Earl directed witness to make entries on ground it is hearsay and inadmissible.

159 Q. Do you know Walter S. Hutchins—Mr. Pickett, can you testify specifically to any amounts paid to any of these gentlemen by Mr. Earl, who was designated as special attorney? A. Well, these gentlemen came there to the office and were given checks by Mr. Earl. I saw these checks when they were drawn several times and was told what the amounts were, but I cannot recall it on any certain day there was a certain check paid.

Mr. Thomas objects to what Mr. Pickett gives in evidence as to what he was told about those checks.

Q. Can you recall the amount of any check that was given to any one of these special attorneys that you saw? A. I cannot recall a check and say on a certain day. A check for one hundred dollars was given, but I do know there were checks for one hundred dollars and two hundred dollars given.

By Mr. GITTINGS: I will ask leave, your honor, to call these particular parties or pass upon the question of the book first, and if the book is ruled out as being proof of the payments, then I will go to the extent of calling these several gentlemen.

Hearing is adjourned to Friday, May 9, 1902, at 10 a. m.

Hearing pursuant to adjournment.

Present: Messrs. Thomas, Gittings and Miller.

Argument was continued by counsel for both sides and concluded, and the subject matter of reference submitted.

Met on Thursday, September 4th, 1902 at 10 o'clock a. m.

Present: Mr. S. T. Thomas and Mr. Irving Williamson for the complainant and Mr. Giddings for the defendant,

Whereupon WILLIAM T. S. CURTIS, was recalled and examined

By Mr. GITTINGS:

Q. Mr. Curtis, after Mr. Earle's death I believe you entered into a contract in conjunction with Mr. Pickett, with the Earle estate, to prosecute these cases that have not been completed? A. Yes.

Q. Will you kindly state what was necessary to be done after Mr. Earle's death in regard to the cases that were appropriated for by the act of 1899.

Mr. THOMAS: We object to that as immaterial. It does  
161 not make any difference so far as the cost is concerned. It would have been Mr. Earle's duty to prosecute the cases and the probable duty of his estate to do the same thing; and if Mr. Curtis and Mr. Pickett were substituted, it is immaterial what they did.

The AUDITOR: Well, there being some doubt as to the materiality of this proof, I don't feel like excluding it at this point. I think I will allow the testimony to be taken subject to objection, and subject, if you like, to a motion to strike out.

A. When Mr. Earle died in August, 1894, Mr. Pickett and myself entered into an agreement with the Earle estate.

Q. That agreement is in evidence and you need not state the contents of it. A. I will not say what it was. Mr. Earle having died, the various clients were clamorous for their cases to be proceeded with and to prevent other attorneys getting hold of the cases on account of his death, we entered into correspondence at once with the various clients, and contracts and powers of attorney were given to myself, Mr. Pickett and Mr. Henry M. Earle.

Q. Was Mr. Henry M. Earle the administrator of his father's estate at that time? A. I think not. This was while Mrs. Earle was acting as administratrix of the estate that these contracts were entered into with us. At that time the cases were only in the  
162 position of findings of fact. No judgment whatever had been rendered in any case. The act of Congress of 1885 referring these cases to the Court of Claims, specifically provides that the action of the court in those cases shall be only in the nature of findings and that nothing whatever that the court might do would be binding upon Congress. These cases were not, therefore, judgments at all, but mere findings of fact subject to the approval of Congress. We thereupon immediately entered into an extended correspondence with the administrators and all of the heirs, urging them to communicate with their Congressmen and to present to them the subject of the claims, and urge that they consider them and if they thought them just to vote for them.



Q. What I want is, the answer to this question: Just state what was necessary to be done to realize upon those findings of fact under the several acts?

Mr. THOMAS: That is calling for the opinion of the witness. It was necessary to get an appropriation.

A. I will state what had to be done.

Mr. THOMAS: Objection withdrawn.

A. (continued). We also sent out thousands of circulars——

Q. What I asked for, Mr. Curtiss is this: What was the condition of the claims at that time? A. After the act of 1896 was vetoed, the act of March 3rd, 1899 was passed. That act carried with it two provisos, and one was that the money should not be paid.—

Mr. MILLER: The provisos will speak for themselves.

The WITNESS: I want to show what I did under the provisos.

Mr. MILLER: You cannot tell what the provisos says. We object to it.

163 A. (continued). The act of Congress carried with it two provisos which speak for themselves, and under those provisos we first had to file a motion in the Court of Claims asking for a certificate to the Secretary of the Treasury that the administrator did in fact represent living next of kin. That certificate had to be obtained before the money would be paid. We filed these motions in all the cases, and were obliged to take many depositions to establish the fact that the administrator did represent living next of kin and that such kin were living at the date of the passage of the act. And I took several trips to New England and to other parts of the country to take depositions establishing this fact. Then we argued the motions before the Court of Claims, and in most of the cases the motions were granted and the certificates were issued.

A. Now, Mr. Curtis, under one of the provisos of the appropriation act there is a provision that before the money can be paid there must be a certificate of the orphan's court to the effect that the administrator——

Mr. THOMAS: I object to that as certainly immaterial. There cannot be any doubt about that.

Mr. GITTINGS: Wait until I state the question.

Mr. THOMAS: Mr. Earle would have to do all this if he had lived.

The AUDITOR: Is not the testimony all subject to your objection as a matter for consideration afterwards.

Q. (continued)—that the administrator represented the next of kin of the original claimant, and a further proviso that he had given sufficient security. State whether or not that involved any  
164 labor on the part of Mr. Pickett and yourself? A. In the first place the Court of Claims was required to give the cer-

tificate that the administrator represented the next of kin, as I just testified, which required great labor; and then we had to obtain from our clients throughout the country a proper certificate from the probate court showing that they had given adequate security for the legal disbursements of the awards. And these certificates were obtained by us either from the courts or from our clients throughout the country. And they had to be filed with the accounting officers of the Treasury.

Q. State whether or not that involved any labor, or whether it was a mere matter of form? A. It involved a great deal of labor, and in fact we had great difficulty in getting the courts throughout the country to give the certificate that was required by the accounting officers.

Q. State whether or not these facts had to be proved affirmatively before you could realize on the claims? A. We had to establish affirmatively to the Court of Claims that there were living next of kin and that the administrator represented them; and also we had to establish affirmatively that a sufficient bond had been given for the legal disbursements of the award covered by the appropriation act.

Q. There is another proviso in the appropriation act in regard to insurance companies. Was there any work involved in meeting that provision of the act? A. This act of 1899 provided that we must show that the claims were not held by assignment or that they were owned by any insurance company. In order to satisfy  
165 the department and the court, we prepared and had sent to our various clients affidavits showing that the claims were held by them, not by assignment, but as representing the next of kin, and we encountered great difficulty in the Treasury, and had to resist opposition filed by counsel for the Government; and in one large case involving many thousands of dollars the Treasury Department, regardless of our labor, held that it was held by assignment and disallowed it, and we had to get a special act of Congress passed directing it to be paid. I refer to the Peter C. Brooks case. We also had to show that it was not held by an insurance company. All of this involved great labor and endless correspondence and interviews.

Q. State whether or not there was any question raised by the Treasury Department in reference to debts due the United States Government by the original claimant as being a set off against the claim, and whether you met any difficulty there? A. Before any of these cases were paid, counsel for the Government objected to their payment until he could ascertain and have set-off against the present claims any indebtedness of the original suffer-s to the Government on account of unpaid duty bonds that had been given away back between 1800 and 1820, many of these bonds having been found outstanding on the books of the Treasury. We resisted this and filed written arguments and orally argued the matter in opposition to the contention of the Government, holding that as this was

bounty or gratuity it could not be set-off against the present beneficiaries. In this we were sustained and payments proceeded with. All this required a great deal of labor before the money could be paid.

166 Q. These claims were appropriated for in 1899, Mr. Curtis. Were they the same claims for which a bill was passed in 1896 and vetoed by President Cleveland? A. The bill that was passed in 1896 and vetoed by President Cleveland I think included all the cases covered by the act of 1899; in other words it was a repetition of the act that had been vetoed.

Q. Now, Mr. Curtis, state whether or not, after Mr. Earle's death, you met with any difficulty in getting an appropriation for the payments of claims which had been certified to Congress prior to his death? A. Most decidedly. We had great difficulty in getting the act of 1896 passed; and then when the veto came everybody thought that was the end of them, and we thereupon began a systematic plan of showing to the public the errors in the veto, and succeeded in 1899.

Q. You say systematically? A. Yes.

Q. What do you mean by that? In what manner did you show it to the public? A. We prepared a very elaborate brief or statement as to the cases and sent them off by the thousands to our clients throughout the country, and they in turn sent them to their Congressmen.

Q. Was that once or twice or did you continue to do it? A. I kept it up from 1896 to 1899 when the act passed again, and President McKinley signed it.

167 Cross-examination :

Mr. THOMAS: Mr. Auditor, we move to strike out the testimony of the witness as incompetent and immaterial, and without waiving the motion and also our objection to the testimony on account of its immateriality, we will ask him two or three questions.

Q. Mr. Curtis, as I understand you, all the findings in these cases by the Court of Claims that were included in the appropriation act of 1899, had been made by the Court of Claims prior to Mr. Earle's death, had they not? A. I haven't looked at that but I think they all were—that is, the findings, of course.

Q. That is all the Court of Claims could do prior to the appropriation act of 1899? A. All they could do prior to the appropriation, but after the appropriation other work began.

Q. I didn't ask you that. Were there any other attorneys in this class of cases? A. Some.

Q. Did they assist in all this labor which you say took place after the appropriation act of 1899 was passed? A. What labor?

Q. Did they assist in this argument before the Treasury Department and the Court of Claims about the certificates you told us about? A. Not in any of our cases, no, sir. We were alone.

Q. But the same questions weere raised in other cases than those you represented? A. Every case stood on its own bottom and we had to establish the facts in each case, and each case was different.

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Q. Were they not substantially alike? A. No, sir.

Q. Were not the questions substantially alike in the other cases as they were in yours; I mean these questions that the Treasury Department raised and the Court of Claims raised? A. In the Treasury Department cases to which I referred we were the sole attorneys and made the sole argument.

Q. I am asking you about the other people. I am not asking you about any particular case, but the other cases.

Mr. GITTINGS: I think that is a fair answer. He said no other attorney had these cases.

The AUDITOR: He spoke of a particular case. Mr. Thomas asked him whether the general questions involved in those cases up to the findings of the Court of Claims were not the same in other cases as those represented by Pickett and Curtis?

A. In the question involving the certificates as to next of kin, it was purely a question of fact in each case, and we were unassisted, nor did the action in any other case affect the action in our cases.

Q. Now, Mr. Curtis, what I want to know is whether in these questions which you say arose before the Court of Claims and afterwards before the Treasury Department in regard to getting evidence that the present claimants were entitled to receive these appropriations, there were not other French spoliation cases in which other attorneys than you and Mr. Pickett were interested, and whether the same or similar questions did not arise in those other cases, and whether the other attorneys did not participate in the argument and other business before the Treasury Department.

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The AUDITOR: I think the question answers itself. You are referring to questions of fact which could not be the same. The evidence which would fit one case would not fit another, and argument would have to be made on the evidence. You are trying to get at some general issues raised by the Treasury Department and Court of Claims which affects all cases alike.

Mr. GITTINGS: That I understand Mr. Curtis to say, and one that did arise about the duty bounds being set-off, that he made the sole argument.

Q. Now, Mr. Curtis, there was not anything very different in the presentation of those cases to the Treasury Department to get them allowed from what they were in other cases? In other words, does the Treasury Department require you to furnish evidence in any claims that the party to whom the draft is issued is the party entitled to receive it.

Mr. GITTINGS: I object to that as immaterial.

The AUDITOR: I have been rather liberal in allowing this testimony, and I will give the other side the benefit of it.

A. In answer to that I will say most positively that there is a great deal of difference. This act carried with it a certain proviso that is not in any other act that I know of. In some cases in the Treasury Department you merely have to file an affidavit of identity that you are the man mentioned in the act, but in these cases here there were three or four requirements under the proviso that required us to travel over the country and take depositions,  
170 and we argued the cases in the Court of Claims and before the Treasury Department. In other words, the mere obtaining of the findings was but a portion of the work.

Q. Is not that so in all cases of claims against the Government?

A. No, sir. There was a special proviso in this act as to French spoliation cases that applied to no other. Double the work is required in French spoliation cases after Congress passed the act appropriating the money than in other cases.

Q. Suppose there was a case where findings were made in the Court of Claims, would the Treasury Department pay the claim on that finding without an investigation and without finding out who was the proper party to receive it? A. All that would be required would be an affidavit of identity, but in this case, unlike the Bowman Act cases, we had to go to the Court of Claims and file a motion for certificate showing that our administrator represented living next of kin and that there were next of kin living at the date of the passage of the act, which is not required by any other act.

Q. Do you mean to say that this act of Congress of 1899, appropriating money for these spoliation cases, is the only act that has such a proviso in it? A. It is the only act I know of, and I have never seen such another act.

Q. And have you examined carefully? A. I have.

Q. And you find this act peculiar and different from all the rest?

A. I do.

171 Q. Now, Mr. Curtis, if Mr. Earle had lived, he would have had to attend to all this business to get these claims allowed by the Treasury Department?

Mr. GITTINGS: I object. That is a matter of law and asking the witness his opinion.

The AUDITOR: This is cross-examination. Objection overruled.

A. His contract speaks for itself.

Q. Would he have had to do all these things? A. He could not have been paid by the Treasury unless all these things were done.

The AUDITOR: You can answer that question.

A. I presume he would. Certainly it would all have to be done.

Mr. GITTINGS: That closes my evidence.

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H. M. E.

Filed November 13, 1902.

*French Spoliation Claims.*

Estate of William E. Earle in account with the Causten estate.

	CR.	DR.
To expenses from July 9th, 1884 to November 1st, 1900.....	\$61,445.46	
Fees received by Wm. E. Earle under appropriation act of Mc'h 3, 1891.....		\$38,745.63
Fees received by est. of Wm. E. Earle under appropriation act of Mc'h 3, 1899 other than the cases embraced under the agreement with the Baltimore attorneys.....		32,431.41
Paid to Curtiss & Pickett, as per agreement, 30 % of \$32,431.14.....	9,729.34	
Received by est. of Wm. E. Earle under appropriation act of 1899 in cases under the Baltimore agreement.....		15,745.10
Paid 2½ % of \$15,745.10 to the Baltimore attorneys as per findings of the arbitrators in the case of Earle vs. Stuart <i>et al</i> .....	393.62	
Paid to arbitrators one-half of fee of \$1,000.00. ....	500.00	
Paid to said Stuart <i>et al</i> . per findings of the arbitrators .....	400.00	
Paid Curtiss & Pickett, as per agreement 30 % on \$14,451.48.....	4,335.44	

	CR.	DR.
173		
Am't brought forward.....	\$76,803.86	\$86,922.14
Received under 1899 appropriation by settlement with George S. Boutwell and George A. King of Wm. E. Earle's fees in their cases in which he was interested.....		2,000.00
Paid to Curtiss & Pickett, as per agreement, 30 % of \$2,000.00.....	600.00	
	<hr/> \$77,403.86	<hr/> \$88,922.14
		77,403.86
		<hr/>
Net fees.....		\$11,518.28

Due the adm'r of the Causten estate 25 %  
of \$11,518.28..... \$2,879.57

174 *The Baltimore Cases Appropriated for by Act of 1899, Collected by Frank P. Clark and J. M. Wilson, as Receivers in Equity Cause No. 20,409.*

Buchanan, James A.

No. 2008, ship Patapsco, Hill, pp. 38, claim	\$4,609.99	
Fee $33\frac{1}{3}\%$ $\frac{1}{2}$ to Earle estate.....	\$768.33	
5 % of award to Wilson.....	230.50	
	<hr/>	
Net fees to Earle est.....	\$537.83	\$537.83

Buchanan, W. B.

No. 381, ship Jane, Wallace, pp. 37, claim	\$11,660.21	
" 2011, " Patapsco, Hill, " 38, "	25,056.00	
	<hr/>	
	\$36,716.21	
Fee $33\frac{1}{3}\%$ , $\frac{1}{2}$ to Earle est.....	\$6,119.37	
Less 5 % of award to J. M. Wilson.....	1,835.81	
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Net fee to Earle est.....		4,283.56

Causten, Isaac

No. 262, brig Rosetta, Isaacs, pp. 45, claim	\$490.00	
Fee $33\frac{1}{3}\%$ , $\frac{1}{2}$ to Earle est.....	\$81.67	
Less 5 % of award to J. M. Wilson.....	24.50	
	<hr/>	
Net fee to Earle est.....		57.17

Carrere, John

No. 1850, schr. Eliza, Poulson, pp. 39, claim	\$11,744.96	
Fee $33\frac{1}{3}\%$ , $\frac{1}{2}$ to Earle est.....	\$1,957.49	
5 % of award to J. M. Wilson.....	587.25	
	<hr/>	
Net fee to Earle est.....		1,370.24
		<hr/>
		\$6,248.80

175 Brought forward..... \$6,248.80

Donnell, John

No. 211, ship Patapsco, Hill, pp. 38, claim.	\$6,659.99	
" 262, brig Rosetta, Isaacs, " 45, "	1,960.00	
	<hr/>	
	\$8,619.99	
Fee $33\frac{1}{3}\%$ , $\frac{1}{2}$ to Earle estate.....	\$1,436.67	
5 % of award to J. M. Wilson.....	431.00	
	<hr/>	
Net fee to Earle est.....		1,005.67

## Dugan, Cumberland

No. 262, brig Rosetta, pp. 45, claim \$1,500

Fee $33\frac{1}{3}\%$ , $\frac{1}{2}$ to Earle est.....	\$250 00
5 % of award to J. M. Wilson.....	75.00

Net fee to Earle est.....	175.00
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## Ghequiere, Charles

No. 228, ship Juliana, Hayward, pp. 47, claim \$3,849.16

Fee $33\frac{1}{3}\%$ , $\frac{1}{2}$ to Earle est.....	\$641.53
5 % of award to J. M. Wilson.....	192.45

Net fee to Earle est.....	449.08
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## Hillen, John

No. 262, brig Rosetta, Isaacs, pp. 45, claim \$980.00

Fee $33\frac{1}{3}\%$ , $\frac{1}{2}$ to Earle est.....	\$163.33
5 % of award to J. M. Earle.....	49.00

Net fee to Earle estate.....	114.33
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## Hollins, John

No. 770, ship Jane, Wallace, pp. 37, claim.. \$4,922.00

" 2011, " Patapsco, Hill, " 38, "	7,600.00
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\$12,522.00
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Fee $33\frac{1}{3}\%$ , $\frac{1}{2}$ to Earle est.....	\$2,087
5 % of award to J. M. Wilson.....	626.10

Net fee to Earle est.....	1,460.90
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\$9,453.78
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176 Brought forward.....	\$9,453.78
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## Holmes, John

No. 2337, ship Juliana, Hayward, pp. 47, claim \$12,129.16

Fee $33\frac{1}{3}\%$ , $\frac{1}{2}$ to Earle est.....	\$2,021.72
5 % of award to J. M. Wilson .....	606.46

Net fee to Earle est .....	1,415.26
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## McKim, Alexander

No. 777, brig Confidence, Manning, pp. 39, claim  
\$1,497.39

Fee $33\frac{1}{3}\%$ , $\frac{1}{2}$ to Earle est.....	\$219.56
5 % of award to J. M. Wilson .....	74.87

Net fee to Earle est .....	174.69
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## McCreery, Wm.

No. 262, brig Rosetta, Isaacs, pp. 45, claim \$980.00

Fee $33\frac{1}{3}\%$ , $\frac{1}{2}$ to Earle est.....	\$163.33
5 % of award to J. M. Wilson.....	49.00

Net fee to Earle est.....	114.33
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## Payson, Henry

No. 262, brig Rosetta, Isaacs, pp. 45, claim \$490.00

Fee $33\frac{1}{3}\%$ , $\frac{1}{2}$ to Earle estate.....	\$81.67
5 % of award to J. M. Wilson.....	24.50

Net fee to Earle est.....	57.17
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## Patterson, Wm.

No. 1088, schr. Betsey, Murphy, pp. 42, claim  
\$20,334.16

Fee $22\frac{1}{2}\%$ , $\frac{1}{2}$ to Earle est.....	\$2,287.59
5 % of award to J. M. Wilson.....	1,016.71

Net fee to Earle est.....	1,270.88
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\$12,486.11

177 Balance brought forward.....	\$12,486.11
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## Smith, Samuel

No. 1003, ship Jane, Wallace, pp. 37, claim \$6,738.21

" 2008, " Patapsco, Hill, " 38, " 4,609.99

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\$11,348.20

Fee $33\frac{1}{3}\%$ — , $\frac{1}{2}$ to Earle est.....	\$1,891.37
5 % of award to J. M. Wilson.....	567.41

Net fee to Earle estate.....	1,323.96
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Schroeder, Henry

No. 2882, schr. Phoenix, Coward, pp. 43, claim  
\$4,227.44

Fee — %, $\frac{1}{2}$ to Earle est.....	
5 % of award to J. M. Wilson.....	\$211.37

Net fee to Earle est.....	Never collected.
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Van Wyck, Wm.

No. 383, brig Rosetta, pp. 45, claim \$6,024.96

Fee $33\frac{1}{3}$ %, $\frac{1}{2}$ to Earle est.....	\$1,004.16
5 % of award to J. M. Wilson.....	301.25

Net fee to Earle estate.....	702.91
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Williams, Samuel

No. 2293, brig Eleanor, Treat, pp. 39, claim \$1,583.59

Fee $33\frac{1}{3}$ %, $\frac{1}{2}$ to Earle est.....	\$263.93
5 % of award to J. M. Wilson.....	79.18

Net fee to Earle est.....	184.75
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Williams, Benjamin

No. 262, brig Rosetta, Isaacs, pp. 45, claim	\$980.00
" 2293 " Eleanor, Treat " 39, "	1,583.59

	\$2,563.59
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Fee 25 %, $\frac{1}{2}$ to Earle estate.....	\$320.44
5 % of award to J. M. Wilson.....	128.18

Net fee to Earle est.....	192.26
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	\$14,889.99
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178 Brought forward.....	\$14,889.99
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Williams, Joseph

No. 4155, schr. Charlotte, Lowe, pp. 44, claim \$3,464

Fee $33\frac{1}{3}$ %, $\frac{1}{2}$ to Earle est. Next of kin proven only to one-half of claim, so that is all that has been paid, to wit.....	\$1,732
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$\frac{1}{2}$ of $33\frac{1}{3}$ % to Earle.....	\$288.67
5 % of award to Judge Wilson.....	86.60

Net fee to Earle estate.....	202.07
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Young, Joseph

No. 784, brig Rosetta, Isacca, pp. 45, claim \$5,597.46

Fee  $33\frac{1}{3}\%$ ,  $\frac{1}{2}$  to Earle est..... \$932.91

5% of award to J. M. Wilson..... 297.87

Net fee to Earle est..... 653.04

\$15,745.10

Received of George S. Boutwell and George A. King in  
full settlement for services rendered by Wm. E. Earle,  
deceased, in their cases..... 2,000.00

179 *Fees Collected under the Act of March 3rd, 1899.*

Amory, Thomas

No. 3439, schr. Alert, Oliver, pp. 40, claim \$1,000

" 3543, ship Hetty Jane, Neal, pp. 48, " 1,000

\$2,000

Contract, 25% Earle..... \$500.00

Boardman, William H.

No. 3663, schr. Thankful, Wm. Ward, pp.

36, claim ..... \$400

" 3510, sloop Fox, Brooks, pp. 40, claim.. 300

" 3317, brig Betsy, Witmarsh, pp. 45,  
claim ..... 1000" 3505, brig Endeavor, Freeman, pp. 48,  
claim ..... 300\$2000Contract, S. & W. and Earle, 25%  $1/3$   
to Earle..... 166.67

Bond, Nathan,

No. 3663, schr. Thankful, Ward, pp. 36,

claim ..... \$400

" 3540, brig Hope, Church, pp. 39, claim 500

\$900Contract, S. & W. and Earle,  $22\frac{1}{2}\%$ ,  $\frac{1}{3}$   
to Earle ..... 67.50

## Brooks, Peter C.

No. 1808, schr. Thankful, Ward, pp. 36,	
claim .....	\$2000
" 213, brig Vulture, Berry, pp. 40, claim	1500
" 169, sloop Fox, Brooks, " " "	400
" 330, " Nancy, Foster, " 41, "	1000
" 261, brig Caroline, Morton, pp. 43,	
claim .....	5402.50
" 236, brig Friendship, Hodges, 44,	
claim .....	2000.00
" 1865, schr. Jane, Atwood, pp. 44, claim	2700.
" 232, brig Betsy, Witmarsh, pp. 44,	
claim .....	3000.
" 293, brig Hiram, Humphrys, pp. 46,	
claim .....	414.
	<hr/>
	\$734.17
180 Brought forward.....	\$734.17
No. 239, sloop Federal George, Hussey, pp.	
49, claim.....	\$2341.86
No. 898, schr. Sea Flower, Farley, pp. 49,	
claim.....	487.06
	<hr/>
	\$21,245.42
Contract, S. & W. and Earle, 15 %, $\frac{1}{2}$ to Earle.....	1,593.41
Barry, James	
No. 133, scow Fanny, Barry, pp. 35, claim \$8,502	
Contract 25 %, Earle.....	2,125.50
Bessom, Philip	
No. 386 schr. Hannah, Bessom, pp. 41, claim \$23,180	
Contract S. & W. and Earle, 25 %, $\frac{1}{3}$ to Earle.....	1,931.66
Cawper, John	
No. 1584, brig Eliza Wright, Ethridge, pp. 43, claim	
\$148.65	
Contract 25 % Earle.....	37.16
Caldwell, John	
No. 131, brig Hope, Church, pp. — claim \$12,412.17	
Contract 25 % with rebate of 5 % of fee to M. M. Parker	
and $\frac{1}{5}$ of the net fee to Francis Parsons, Earle's net fee..	2,358.31

Carson, James

No. 4626, ship Leeds Packet, Bunce, pp. 47, claim \$1700

"South Carolina" contract, fee 12 % to Earle ..... 204

Davis, William

No. 2897, schr. Lucy, Holmer, pp. 39, claim \$992

Contract S. & W. and Earle, 25 %,  $\frac{1}{3}$  to Earle..... 82.66

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\$9,066.87

181 Brought forward ..... \$9,066.87

De La Roche, Frederick Frank

No. 1845, ship Theresa, Brum, pp. 41, claim.. \$3,264.50

" 1846, brig Yorick, Moddie, " 42, " .. 7,886.50

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\$11,151.00

Contract 25 % Earle..... 2,787.75

Durant, Edward

No. 1464, ship Two Sisters, Henry, pp. 35 claim \$294

" 1344, scow Boston, Dougherty, " 38, " 343

" 336, sloop Martha, McWilliams, pp. 42,  
claim ..... 1,260

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\$1,897

Contract 25 %. Earle ..... 474.25

Fellows, Nathaniel

No. 1808, schr. Thankful, Ward, pp. 36, claim.. \$1300

" 3540 brig Hope, Church, " 38, " .. 1000

" 213 " Vulture, Berry, " 40 " .. 1000

" 330 sloop Nancy, Foster, " 42 " .. 1000

" 236 brig Friendship, Hodges 44 " .. 700

" 1865, schr. Jane Atwood, pp. " " .. 500

" 293 brig. Hiram, Humphreys, 46 " .. 414

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\$5914Contract 25 %,  $\frac{2}{3}$  to Earle  $\frac{1}{3}$  to Williamson ..... 985.73

Gardner, James

No. 2162, ship Leeds Packet, Bunce, pp. 47,

claim ..... \$4,833.93

Contract 25 %. Earle ..... 1,208.48

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\$14,523.02

182 Brought forward..... \$14,523.02

Gilman, Nicholas

No. 4659, schr. Alert, Oliver, pp. 40, claim \$300

" 3443, ship Betsy, Obear, " 41, " 198

" 3317, brig Betsy, Witmarsh, pp. 44, " 1000

" 3543, ship Hetty Jane, Neol, 48, " 1000

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\$2,498

Contract, Saml. Stevens and Earle and H. O. Cummings,  
33 $\frac{1}{3}$ % Earle's share..... 291.44

Greene, David

No. 3663, schr. Thankful, Ward, pp. 36, claim \$1000

" 3509, sloop Fox, Brooks, " 40, " 500

" 3543, ship Hetty Jane, Neol " 48, 1000

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\$2,500

Contract S. & W. and E. 22 $\frac{1}{2}$ % net.  $\frac{1}{3}$  to Earle..... 187.50

Granbery, John

No. 1584, brig *Eliza Wright*, Ethridge, pp. 43, claim  
\$109.01

Contract 25%,  $\frac{1}{3}$  of fee to R. H. Baker and Son, Earle's  
net fee..... 21.70

Homer, Benj.

No. 3543, ship Hetty Jane, Neol, pp. 48,  
claim..... \$500

" 898, schr. Sea Flower, Farley, pp. 49,  
claim..... 243.53

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\$743.53

Contract 25% Earle..... 185.88

Jackson, Daniel

No. 1973, schr. Lucy, Holmes, pp. 39, claim \$3,567

Contract S. & W. and E. 25%  $\frac{1}{3}$  to Earle..... 297

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\$15,506.79

183 Brought forward ..... \$15,506.79

Jones, John C.

Taylor's O., No. 3439 sch. Alert, Oliver, pp.  
40, claim..... \$300

Brook's O., No. 232 brig Betsy, Witmarsh pp.  
44 claim ..... 1000

Taylor's O. No. 3543 ship Hetty Jane, Noel  
pp. 48 claim ..... 500

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\$1,800

Contract on claims arising in Brook's office	15 %	
" " " " " Taylor's "	50 %	
Contract S. & W. & E. $\frac{1}{3}$ to Earle.....		183.33
Leach, Wm.		
No. 179, schr. Alert, Oliver, pp. 40, claim	\$3,577.88	
Contract S. & W. & Earle 25 % $\frac{1}{3}$ to Earle.....		298.16
Leach, Nathan		
No. 2494, ship Betsy, Obear pp. 40, claim	\$126	
Contract S. & W. and Earle 25 % $\frac{1}{3}$ to Earle.....		10.50
McDonald, Wm.		
No. 1761, schr. N Nedham, Grant, pp. 42, claim	\$4,914	
South Carolina case, fee 12 % to Earle, less \$1.48 pd. as bank charges.....		588.20
Meeker, Samuel		
No. 1444, brig Lady Washington, Selleck, pp. 37, claim	\$709.80	
Contract 25 % to Earle .....	\$177.45	
Less paid for deposition.....	27.40	
		<hr/>
Net fee to Earle.....		150.05
Obear, Josiah		
No. 1999, brig Betsy, Obear, pp. 41, claim	\$1,705.68	
Contract S. & W. and Earle 20 %, $\frac{1}{3}$ to Earle.....		113.71
		<hr/>
		\$16,850.74
184 Brought forward.....		\$16,850.74
Price, Chandler		
No. 1444, brig Lady Washington, Selleck pp. 37, claim	\$709.80	
Contract, Earle 3 / 5 of 25 % net.....		106.47
Pomeroy, S. W.		
No. 3540 brig Hope, Church, pp. 39 claim...	\$1000	
" 3509 sloop Fox, Brooks, " 40 " ...	500	
" 3438 schr. Alert, Oliver, " 41 " ...	600	
" 898 " Sea Flower, Farley, 40		
claim .....	243.53	
		<hr/>
		\$2,343.53
Contract S. & W. and Earle $\frac{1}{3}$ of 25 % to Earle.....		195.29

Proudfit, John

No. 2345, ship Eliza, Burton, pp. 41, claim. \$6,951

Contract 25 % Earle..... 1,737.75

Rodgers, Joseph

No. 3428, schr. Thankful, Ward, pp. 35, claim \$1,733.33

Contract S. & W. and E. 25 %,  $\frac{1}{3}$  to Earle..... 144.44

Smith, Wm.

No. 3663, schr. Thankful, Wm. Ward, pp.

36, claim..... \$1000

No. 3543, ship Hetty Jane, Neal, pp. 48,

claim..... 1000

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\$2000

Contract S. & W. & E. 25 %,  $\frac{1}{3}$  to Earle..... 166.67

Stewart, Thomas

No. 2347, ship Hetty Jane, Neal, pp. 48, claim \$6,061.93

Contract 25 % to Earle..... 1,515.48

Storer, John

No. 1066, brig Venus, Harmon, pp. 42, claim \$10,568

Contract, 25 % Earle..... 2,642.00

Sontag, Wm. L.

No. 1844, ship Theresa, Brum, pp. 41, claim \$13,537.50

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\$23,358.84

185 \$23,358.84

No. 1845, ship Theresa, Brum, pp. 41, claim \$3,264.50

" 1843, brig Yorick, Moodie, " 42, " 7,886.50

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\$24,688.50

Contract 25 % Earle..... 6,172.12

Tunno, Adam

No. 2160, ship Leeds' packet, Bunce, pp. 47, claim  
\$21,167.80

South Carolina case. Earle's fee 12 % net ..... 2,540.13

Turnbull, John

No. 2829, ship Leeds' packet, Bunce, pp. 49, claim \$700

South Carolina case. Earle's fee 12 % net ..... 84.00

14—1422A



## Thorndike, Israel

No. 136, schr. Alert, Oliver, pp. 40, claim \$1,003.73

Contract S. & W. and Earle 25 %,  $\frac{1}{3}$  to E..... 83.64

## Willock, Thomas

No. 1584, brig Eliza Wright, Ethridge, pp. 43, claim \$138.74

Contract 25 % Earle..... 34.69

## Wells, Arnold, Jr.

No. 4665, schr. Alert, Oliver, pp. 40, claim \$400

" 3443, ship Betsy, Obear, " 41, " 396

" 3017, brig Friendship, Hodges, 44,  
claim..... 300

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\$1096Contract S. & W. and Earle 25 %,  $\frac{1}{3}$  to Earle..... 91.00

## Wells, John

No. 213, brig Vulture, Berry, pp. 40, claim 500

" 3505, " Endeavor, Freeman, pp. 48,  
claim..... 300

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\$800Contract S. & W. & E. 25 %,  $\frac{1}{3}$  to Earle ..... 66.66

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\$32,431.41186 *Fees Collected under Act of March 3rd, 1891.*

## Allman, Harrison

No. 1991, schr. Bertha, Lanier, pp. 41 claim \$3,113.33

Contract 25 % " Earle "..... \$778.33

## Amory, Thomas

No. 3648, brig Sally, Cruft, pp. 45, claim 300

" 3498, ship Eliza, Odell, pp. 47 " 664

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\$964

Contract 20 % " Earle "..... 192.80

## Amory, Francis

No. 1576, ship Eliza, Odell, pp. 47 claim claim  
\$12,341.40Contract Shellabarger & Wilson and Earle 20 %  $\frac{2}{3}$  to  
Earle..... 987.31

## Bond, Nathan

No. 498, ship Eliza, Odell, pp. 48, claim \$83.00

Contract Shellabarger & Wilson and Earle, 22½ %  
" Earle " ⅓.....

6.24

## Boarman, W. H.

No. 3654, ship Speculator, pp. 45, claim \$400

" 3498, " Eliza " 48, " 166

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\$566Contract Shellabarger and Wilson and Earle 25 % ⅓ to  
" Earle ".....

47.17

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\$2,011.85

187 Brought forward..... \$2,011.85

## Bussey, Benj.

No. 3498, ship Eliza, Odell, pp. 48, claim \$332

Contract Shellabarger & Wilson and Earle 25 % ⅓ to  
" Earle ".....

27.66

## Baltimore Insurance Company

No. 1695, brig Mary, Boyle, pp. 48 claim \$11,000

" 1781 schr. Emily W. Emerson, p. 50 " 12,860

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\$23,860

Contract under agreement with Balto. att'ys

Earle to have ½ of fee of 25 % Earle to pay

S. &amp; W., out of his ½ of fee 5 % on gross

am't, of claim. " Earle " fee..... \$2,982.50

Paid S. &amp; W. 5 % on \$23,860..... 1,193.

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Net fee to Earle .....

1,789.50

## Brown, Moses

No. 3498 ship Eliza, Odell pp. 48, claim \$66.40

Contract Shellabarger & Wilson and Earle 25 % ⅓ to  
Earle.....

5.54

## Brooks, Peter C.

No. 258, scr. Industry Hawkes	pp. 39	claim.	\$3000
" 249 " Delight, Curtis	" 39	"	4000
" 207 brig Fortune, Tuck	" 40	"	2000
" 345 " Mary, J. Choot	" 41	"	500
" " " " " "	" "	"	500
" " " " " "	" "	"	500
" " " " " "	" "	"	500
" " " " " "	" "	"	500
" " " " " "	" "	"	500
No. 193, schr. Neutralety, Gray	" "	"	600
" " " " " "	" "	"	600
" 421 brig Marcus, Miles	" 42	"	1201
" 260 schr. Phoenix, Bobson	" "	"	2500
" 497 brig Mary, Ross	" "	"	5460
" 931 " Sally, Cruft	" 45	"	9900
" 241 & 233, slp. Farmer, Freeman	pp. 45		
claim.....			1850
" 896 slp. Speculator, Billings	45	claim	867.50
" 518, schr. Elizabeth, Trott	pp. 46	"	1600
" 783 brig Ruby, Bartlett	" 47	"	2000
" 964 ship Eliza, Odell	" "	"	2739
" 893 brig, Gen. Wayne, Allen	pp. 50	"	3456.40

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44773.90

Less returned to S. W. Pomeroy est..... 700.

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44073.90

Contract Shellabarger & Wilson and Earle 15 %  $\frac{2}{3}$  to Earle.....

4,407.39

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\$8,241.94

188 Brought forward..... \$8,241.94

## Carrie James

No. 841, ship Triumph, pp. 43, claim \$2300

Contract under Balto. agreement, fee  $33\frac{1}{3}$  %

 $\frac{1}{2}$  to Earle ..... \$383.33

Less 5 % on \$2300 to S. &amp; W..... 115.00

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Net fee to Earle.....

268.33

## Carere, John

No. 1536, brig Mary, Boyle, pp. 48, claim... \$2207

" 951, schr. Eutaw, Smith " 49, " 1344.50

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\$3551.50

Contract under Balto. agreement  $33\frac{1}{3}\%$ ,  $\frac{1}{2}$  to  
 Earle ..... \$591.91  
 Less 5 % to S. & W. on \$3551.50 ..... 177.57

Net fee to Earle ..... 414.35

Corcoran, W. W.

No. 2628, brig Virginia, Butts, pp. 49, claim \$79.09

Contract 25 % ..... \$19.77 19.77  
 Less  $9\frac{3}{8}\%$  to J. M. Johnston, att'y..... 7.42

Net fee to Earle..... 12.35

Codman, John

No. 3498, ship Eliza, Odell, pp. 47, claim \$166

Contract S. & W. and Earle, 25 %  $\frac{1}{3}$  to Earle..... 13.84

Duncan, William

No. 846, schr. Lucretia, Grant, pp. 50, claim \$10,407.27

Contract with Balto. agreement  $33\frac{1}{3}\%$ ,  $\frac{1}{2}$  to  
 Earle ..... \$1734.54  
 Less 5 % on \$10,407.27 to S. & W ..... 520.36

Net fee to Earle..... 1,214.18

\$10,164.99

189 Brought forward ..... \$10,164.99

Dunlop, John

No. 3162, brig Hope, Tappan, pp. 44, claim \$1856.74

Contract 5 %..... 92.84

Fellowes, Nathaniel

No. 258, schr. Industry, Hawkes, pp. 39  
 claim..... \$1000

" 165, ship, Accepted, Mason, pp. 40  
 claim..... 700

" 207, brig, Fortune, Tuck, pp. 41 claim.. 1000

" 345, " Mary, Choot, " 41 " .. 500

" 193, schr. Neutrality, Gray, " 42 " .. 600

" 421, brig, Marcus, Miles. " " " .. 210

" 260, schr. Phoenix, Babson, pp. 42  
 claim..... 2000

" 931, brig, Sally, Cruft, pp. 45 claim..... 3000

896-3654, ship, Speculator, Billings, pp. 45  
 claim ..... 1433.75

No. 783, brig, Ruby, Bartlett, pp. 47 claim..	1000	
" 964, ship, Eliza, Odell, " " " ..	664	
" 893, brig, Gen. Wayne, Allen pp. 50 claim.....	1018.80	
	<hr/>	
	\$13,126.55	
Contract 25 % .....	\$3,281.63	
Less rebate of $\frac{1}{3}$ of 25 % to Williamson.....	1,093.87	
	<hr/>	
Net fee to Earle .....		2,187.76
Greene, David		
No. 3547, brig Sally, Cruft, pp. 45, claim..	\$500	
" 2707, slp. Farmer, Freeman, pp. 45, claim.....	3639	
" 3498, ship, Eliza, Odell, pp. 48, claim..	166	
	<hr/>	
	\$4304	
Contract S. & W. and Earle 25 % less rebate of $2\frac{1}{2}$ %, $\frac{1}{3}$ to Earle .....		322.80
Gilman, Nicholas		
No. 3498, ship Eliza, Odell, pp. 47, claim \$332		
Contract Earle & Stevens, $23\frac{1}{3}$ to Earle $\frac{2}{5}$ .....		30.99
Hilton, Joshua,		
No. 2734, ship Accepted, Mason, pp. 40 claim \$8,017		
Contract 25 % Earle.....		2,004.25
Hollingsworth, Samuel		
No. 155 sch. Little Peg. Auld, pp. 39, claim \$5960.50		
	<hr/>	
	\$14,803.63	
190 Brought forward.....		\$14,803.63
No. 145, schr. Two Brothers, Fry, pp. 40, claim .....	\$2384.57	
" 146, " Nancy, Black, pp. 40, claim	1969.12	
	<hr/>	
	\$10,314.19	
Contract Balto. agreement 25 %, $\frac{1}{2}$ to Earle	\$1,289.27	
Less 5 % on \$10,314.19 to S. & W.....	515.70	
	<hr/>	
Net fee to Earle.....		773.57
Huntington, Jabez		
No. 980, schr. Elizabeth, Trott, pp. 45, claim \$3,583.09		
Contract 25 % Earle.....		895.77

Holbrook, Edward,

No. 505 schr. Delight, Curtis, pp. 39, claim \$6,302

Contract S. & W. and Earle 25%,  $\frac{1}{3}$  to Earle.....

Jones, John C.

No. 177 & 207 brig Fortune, Tuck, pp.

40, claim..... \$1500

" 165 ship Accepted, Mason, Delano,  
pp. 40, claim..... 640

" 345 brig Mary, Choot, pp. 41, claim 500

" 260 schr. Phoenix, Bobson, pp. 42 ... 1000

" 931 brig Sally, Cruft, pp. 45 ..... 500

" 893 " Gen. Wayne, Allen, pp. 50.. 509.40

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\$4649.40

Contract S. & W. and Earle 25%  $\frac{1}{3}$  to Earle ..... 387.45

Contract calls for only 15% cases arising in Brooks' office, and 50% cases arising in Taylor's office; all of the cases appropriated for were in Brooks' office, why this fee don't know.

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\$17,385.59

191 Brought forward..... \$17,385.59

Mactier, Alexander

No. 444 ship Triumph, McConnell, pp. 43 claim  
\$2300

Contract, Balto. agreement, 25%,  $\frac{1}{2}$  to Earle.. \$287.50

5% on \$2300 to S. & W..... 115.

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Net fee to Earle..... 172.50

Mackay, William

No. 345, brig Mary, Choot, pp. 41. claim \$500

Contract, S. & W. and Earle 25%,  $\frac{1}{3}$  to Earle..... 41.67

Owings, Nicolas,

No. 348, brig Two Sisters, Hubbert, pp. 48

claim..... \$5638.25

" 1579, schr. Sisters, Bradish, pp. 49 claim.. 682.50

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\$6320.75

Contract, "Balto." "agreement" fee  $33\frac{1}{3}\%$ ,  
 $\frac{1}{2}$  to Earle..... \$1,053.45

5% on 6320.75 to S. & W..... 316.03

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Net fee to Earle..... 737.42

## Ownings, Beale

No. 2072, schr. Emily, Emerson, pp. 50 claim \$3822.12

Contract, Balto. agreement fee  $33\frac{1}{3}\%$ ,  $\frac{1}{2}$  to

Earle..... \$637.02

5 % to S. &amp; W. on \$3822.12..... 101.10

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 Net fee to Earle..... 445.92

## Prince, James

No. 260, schr. Phoenix, Babson, pp. 42 claim \$500

Contract, S. & W. and Earle, 25 %,  $\frac{1}{3}$  to Earle..... 41.67

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 \$18,824.77

192 Brought forward ..... \$18,824.77

## Pomeroy, S. W.

No. 3654, ship Speculator, Billings, pp. 45,

claim..... \$600

No. 3498, ship Eliza, Odell, pp. 48, claim... 166

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 \$766

Add the \$700 taken from Peter C. Brooks'

brig Sally, Cruft claim..... 700

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 1466
Contract, S. & W. and Earle, 25 %  $\frac{1}{3}$  to Earle..... 122.16

## Riggs, Geo. W.

No. 2628, brig Virginia, Butts, pp. 49, claim \$79.09

Contract 25 %, less rebate to J. M. Johnston, att'y of  $9\frac{3}{8}\%$ 

Net fee to Earle..... 12.36

## Robb, William

No. 2073, schr. Hero, Hammett, pp. 49, claim \$8475

Contract, Balto. agreement fee  $33\frac{1}{3}\%$ ,  $\frac{1}{2}$  to

Earle..... \$1412.50

5 % on \$475 to S. &amp; W..... 423.75

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 Net fee to Earle ..... 988.75

## Resspass, William

No. 570, schr. Nancy, Black, pp. 40, claim \$2,210

Contract 25 %, Earle..... 552.50

## Stewart, Thomas

No. 142, ship Theresa, Brown, pp. 39, claim \$6,358

Contract, 25 %, Earle..... 1,587.50

Smith, Richard,	
No. 2628, brig Virginia, Butts, pp. 49, claim \$79.09	
Contract 25 % rebate to J. M. Johnston, att'y $9\frac{3}{4}$ % Earle's net fee .....	12.36
	<hr/>
	\$22,100.40
193 Brought forward .....	\$22,100.40
Sands, Comfort,	
No. 161, ship Light Horse, Hoff, pp. 47, claim \$7318.66	
Contract calls for 25 % but a rebate of 7 % to Edward T. Bayles Contract 18 %, Earle net.....	1,317.35
Stanwood, Wm.	
No. 3162 brig Hope, Toppan, pp. 44, claim \$2785.11	
Contract 25 % $\frac{1}{2}$ of fee to go to Baker, Baker & Cornish, Net fee of Earle .....	557.02
Smith, Francis	
No. 1091, schr. Bertha, Lanier, p. 41, claim \$6233.33	
Contract 25 %, Earle .....	1,558.33
Smith, William	
No. 3654, ship Speculator, Billings, pp. 45, claim \$1000	
Contract S. & W. and Earle, 25 %, $\frac{1}{3}$ to Earle.....	83.34
Toppan, Richard	
No. 3162 brig Hope, Tappan, pp. 44, claim \$4654.11	
Contract 5 %, Earle.....	232.70
Tenant, Thomas	
No. 571, sloop Cicero, Taggart, pp. 50, claim \$8953.18	
Contract, Baltimore agreement, fee 25 %, $\frac{1}{2}$ to Earle .....	\$1119.14
5 % to S. & W. on \$8953.18.....	447.65
	<hr/>
Net fee to Earle.....	671.49
	<hr/>
	\$26,520.63
194 Brought forward.....	\$26,520.63
Thorndike, Israel	
No. 3498, ship Eliza, Odell, pp. 47, claim \$83	
Contract S. & W. and Earle, 25 % $\frac{1}{3}$ to Earle.....	8.30



Veitch, Richard

No. 779, brig Virginia, Butts, pp. 49, claim \$19,762  
 Contract, 25 %, Earle..... 4940.50

Wood, Abner

No. 976, brig Ruby, Bartlett, pp. 47 claim \$2150.79  
 Contract S. & W. and Earle, 25 %,  $\frac{1}{3}$  to E..... 179.24

Willock, Thomas

No. 3859, schr. Bertha, Lanier, pp. 41, claim \$6233.33  
 Contract 25 % with rebate of  $\frac{2}{5}$  to W. H. Burroughs,  
 att'y. Net to  $\frac{3}{5}$ ..... 935.00

Wood, Gabriel

No. 1495, ship Hope, Rodgers, pp. 41, claim \$19,776  
 Contract, Balto. agreement fee  $33\frac{1}{3}$ , Earle  $\frac{1}{2}$  \$3,296  
 5 % on 19,776 to S. & W..... 988.80

Net to Earle..... 2,307.20

Wells, Arnold, Jr.

No. 3498, ship Eliza, Odell, pp. 48, claims \$116.20  
 Contract S. & W. and E. 25 %,  $\frac{1}{3}$  to E..... 9.68

Wells, John

No. 3498, ship Eliza, Odell, pp. 48, claim \$166  
 Contract S. & W. and E.,  $\frac{1}{3}$  of 25 % to E..... 13.84

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\$34,914.39

195 Brought forward..... \$34,914.39

Watson, Marstan

No. 132, schr. Industry, Hawkes, pp. 39,  
 claim..... \$6,555.  
 No. 129 schr. Phoenix, Babson, pp. 42 claims. 10,846.57  
 " 3498 ship Eliza, Odell, pp. " 48 " 332.  


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 \$17,733.57

Contract S. & W. and Earle fee 20 %,  $\frac{1}{3}$  to E..... 1,182.24

Yellott, Jeremiah

No. 338, schr. James, Gunnill, pp. 41, claim.. \$7176.34  
 " 348, brig Two Sisters, Hubbard, 48 " .. 5638.25  


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 \$12814.59

Contract, Balto. agreement fee $33\frac{1}{3}\%$ , $\frac{1}{2}$ to Earle.....	\$2135.76	
5% to S. & W. on \$12,814.59.....	640.72	
	<hr/>	
Net fee to Earle .....		1,495.04
Wells, Arnold		
No. 3498, ship Eliza, Odell, pp. 48 claim \$332		
Contract S. & W. & E. 25 %, $\frac{1}{3}$ to E.....		27.60
Hatch, Cromwell		
Geo. A. Boutwell & George A. King of Boston, Mass. att'ys for claimant. Earle rec'd from said attorneys 1/5 of fee of \$2173.71.....		434.74
Cobb, Matthew		
Boutwell & King's case, att'ys paid Earle as fee for his services .....		218.09
Brooks office underwriters,		
Boutwell & King, att'ys. Cases paid Earle .....		132.03
	<hr/>	
		\$38,404.13
196 Am't brought forward .....		\$38,404.13
Taylor office underwriters		
Boutwell & King att'ys. Cases paid Earle .....		341.50
	<hr/>	
Total .....		\$38,745.63

197 *Account of Expenses French Spoliation.*

Filed Nov. 13, 1902.

To office expenses Feb. 9, 1884 to July 15, 1893.....	\$22,310.22
To amount paid Omar D. Conger & Son, att'y- at law....	2,000.00
To amount paid Phil. B. Thompson, att'y at law.....	2,500.00
To amount paid Walter S. Hutchins.....	5,200.00
To amount paid Frank P. Morgan.....	150.00
To amount paid H. W. Worthington, att'y at law.....	200.00
To amount paid William McAdoo, att'y at law.....	100.00
To amount paid H. D. Money, att'y at law.....	1,000.00
To amount paid Robert B. Bradford.....	3,608.05
To amount paid Wm. T. S. Curtis.....	6,150.00
To amount paid T. J. Pickett.....	10,400.00
To expenses July 15, 1893 to Sept. 1, 1894, (Wm. E. Earle died Aug. 13, 1894).....	875.00

To expenses Sept. 1, 1894, to Nov. 24, 1894, (date of contract between Curtis, Pickett & Earle).....	570.00
To expenses Nov. 24, 1894, to Nov. 1, 1900.....	548.39
To amount paid Dudley & Michener, att's at law.....	2,000.00
To amount paid C. R. Shelly.....	1,000.00
To amount paid L. B. Clarke.....	700.00
To cost suit vs. Clarke <i>et al.</i> .....	2,133.80
Total .....	<u>\$61,455.46</u>

198 *General Expense Spoliation.*

1884-'5.

			Voucher.
1884.			
Feb'y	9. H. I. Rothrock, circulars .....	\$4.75	1
1885.			
Jan'y	31. McGill & Co., circulars .....	4.75	2
Feb'y	28. J. J. Deceker & Co.....	2.50	3
	C. Schneider, opening chests.....	.75	4
M'ch	3. McGill & Co., spo. printing.....	12.00	5
	20. Rob't I. Fleming, cases .....	122.38	6
	Balto. Ass'n, $\frac{1}{2}$ Barney retainer.....	50.00	7
	R. L. Miller, spo. letters .....	34.40	8
	31. McGill & Co., agreements.....	3.50	9
Apr.	1. G. J. Nash, binding spo. books .....	5.00	10
	6. Rob't I. Fleming, cases .....	32.68	11
	11. Geo. L. Brock, stengh. ....	4.00	12
	25. G. J. Nash, binding spo. books .....	12.25	13
May	1. S. J. Haislett, spo. rooms.....	10.00	14
	8. R. L. Miller.....	14.22	15
	25. Deceker & Co.....	18.60	16
	M. W. Beveridge.....	4.20	17
	Lycett's bookbindery.....	13.75	18
June	2. Mason N. Richardson .....	46.50	19
	1. Times, Democrat .....	1.80	20
	15. R. L. Miller.....	17.58	21
	News & Courier.....	5.70	22
	22. John F. Paret.....	1.25	23
	H. W. Upperman.....	8.50	24
	24. E. Morrison.....	.40	25
	30. J. C. Parsons, tel.....	.35	26
July	3. W. H. Morrison .....	7.15	27
	8. Baltimore Sun .....	3.75	28
	10. W. H. Upperman.....	5.50	29
	R. L. Miller.....	29.52	30
	11. Public L-dger.....	3.60	31
	Carried forward .....	<u>\$481.33</u>	

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Voucher.

1885.

		Brought forward .....	\$481.33	
July	15.	Mason N. Richardson .....	20.50	32
	22.	Decker & Co.....	14.60	33
		Lycett bookbindery.....	6.10	34
	31.	Thomas McGill & Co.....	84.75	35
Aug.	1.	Ice bill, $\frac{2}{3}$ of \$1.35.....	.90	36
	1.	John Randolph .....	16.00	37
	1.	Albert Upshur .....	3.00	38
	5.	H. I. Rothrock .....	1.75	39
	7.	Lycett bookbindery spo. books.....	3.30	40
		John Randolph .....	6.00	41
	11.	Byron S. Adams.....	6.30	42
	12.	J. H. Soule .....	4.50	43
	15.	R. L. Miller.....	38.20	44
	17.	H. W. Upperman.....	6.25	45
	18.	Providence Journal.....	1.50	46
	28.	H. W. Upperman.....	13.10	47
Sep.	1.	Ice bill, $\frac{2}{3}$ of \$1.30.....	.87	48
		James Anglin.....	6.00	49
		J. D. Milans.....	59.81	50
	4.	H. W. Upperman.....	24.00	51
	12.	H. W. Upperman.....	23.65	52
	19.	H. W. Upperman.....	14.25	53
	23.	H. W. Upperman.....	13.50	54
	30.	Mason N. Richardson .....	19.00	55
		Decker & Co.....	12.90	56
		Sundries for August, '85.....	16.63	57
		Sundries for September, '85 .....	19.01	58
	8.	H. W. Upperman, engrossing .....	24.00	59
Oct.	1.	Rent, Sept. '85 $\frac{3}{2}$ \$45 .....	30.33	60
		Rent, Aug. '85 $\frac{2}{3}$ \$45.00.....	30.00	61
	2.	Rhodes & Simms, case .....	46.00	63
	1.	Robert L. Miller.....	27.00	64
		Carried forward .....	\$1075.03	

200

		Brought forward .....	\$1075.03	
Oct.	3.	H. W. Upperman.....	9.50	64
	7.	H. W. Upperman.....	7.25	65
	10.	H. W. Upperman.....	7.00	66
	17.	H. W. Upperman.....	7.75	67
		H. L. Thomas, translations .....	12.94	68
	24.	H. W. Upperman.....	7.50	69
	28.	John Randolphe, St. of Cl'ms .....	6.00	70
	31.	H. W. Upperman.....	9.00	71
		Decker & Co.....	7.00	72

## Voucher.

1885.

Oct.	31.	Thomas McGill & Co.....	\$20.40	73
		Sundries for October, '85 .....	20.45	74
Nov.	1.	Rent, October '85, $\frac{2}{3}$ \$45.00 .....	30.00	75
		John F. Paret.....	5.50	76
	2.	Rob't L. Miller.....	27.40	77
	4.	Providence Journal.....	1.50	78
	5.	Lycett's bookbindery.....	4.00	79
	4.	Boyd's Directory, "Cansten agency"..	1.00	80
	14.	H. W. Upperman.....	1.00	81
	21.	H. W. Upperman.....	2.50	82
	24.	Mason N. Richardson .....	14.00	83
	28.	H. W. Upperman.....	.50	84
	30.	H. I. Rothrock .....	3.00	85
		Thomas McGill & Co.....	28.35	86
		Decker & Co .....	6.10	87
		Sundries, November '85 .....	17.00	88
Dec.	1.	Rent, November, '85 $\frac{2}{3}$ \$46.00.....	30.67	89
		R. L. Miller.....	12.60	90
		Ice bill, $\frac{2}{3}$ of \$3.85 .....	2.57	91
	5.	H. W. Upperman.....	6.00	92
	6.	E. M. Parkman.....	1.05	93
	12.	H. W. Upperman.....	3.00	94
	17.	H. L. Thomas.....	3.65	95

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Carried forward ..... \$1391.31

201

Brought forward..... \$1391.31

Dec.	24.	Mason N. Richardson.....	7.00	96
		H. F. Wallace.....	16.00	97
	28.	Morning News.....	1.50	98
	30.	Rob't L. Miller.....	14.10	99
	31.	Thomas McGill & Co.....	47.00	100
		Sundries, December, 1885 .....	11.85	101
		Rent, $\frac{2}{3}$ of \$315.....	210.00	102

1886.

Jan.	1.	Ice bill $\frac{2}{3}$ of \$1.30.....	.87	103
	6.	Lycett bookbindery.....	.50	104
	9.	W. H. Morrison.....	19.26	105
		Herbert F. Wallace.....	12.00	106
	15.	Henry L. Thomas.....	4.60	107
	27.	Ianis N. Palmer.....	700.00	108
	30.	Deceker & Co.....	9.60	109
		Herbert F. Wallace.....	18.00	110
		Henry Larroque.....	5.00	111
	16.	Thomas McGill & Co.....	47.00	112
	30.	Sundries, January, '86.....	15.66	113
		Rent for January, '86.....	30.00	114

## Voucher.

1886.

Feb.	1.	Janitor $\frac{2}{3}$ of \$3.00.....	\$2.00	115
		Robert L. Miller.....	30.40	116
	3.	H. I. Rothrock.....	3.00	117
	6.	H. L. Thomas.....	3.50	118
		H. W. Upperman.....	7.75	119
	8.	H. F. Wallace.....	5.00	120
	13.	H. W. Upperman.....	20.50	121
	19.	H. F. Wallace.....	3.50	122
	20.	John F. Paret.....	14.25	123
		H. W. Upperman.. ..	10.25	124
	22.	R. W. Smith.....	1.25	125
	26.	James M. Johnson.....	14.75	126
			<hr/>	
202		Carried forward.....	\$2677.42	
			<hr/>	
		Brought forward.....	\$2677.42	
Feb'y	27.	H. W. Upperman.....	8.75	127
	28.	Rob't L. Miller.....	27.20	128
		Sundries for Feb'y, '86.....	16.55	129
		Rent, February, '86.....	30.00	130
M'ch	1.	C. B. Thompson.....	3.50	131
	11.	Joseph Keyworth.....	20.00	132
	1.	Janitor $\frac{2}{3}$ of \$3.00 Feb'y.....	2.00	133
	10.	Henry L. Thomas.....	9.00	134
	13.	Thos. McGill & Co.....	13.00	135
		H. W. Upperman.....	9.50	136
	18.	Mrs. Curtis.....	10.00	137
	21.	Richmond Dispatch.....	1.50	138
	27.	C. B. Thompson.....	3.05	139
	31.	Decker & Co.....	15.35	140
		Thomas McGill & Co.....	4.00	141
		Rent for March, 1886.....	30.00	142
		Sundries, March, '86.....	10.15	143
		Janitor, $\frac{2}{3}$ of \$3. March.....	2.00	144
Apr.	1.	Rob't L. Miller.....	27.60	145
		C. B. Thompson. ....	2.50	146
	5.	Hartford Courant.....	1.50	147
	12.	Joseph Keyworth.....	20.00	148
	20.	Rob't L. Miller... ..	12.24	149
	24.	Typewriter.....	100.00	150
		Mortimer A. A. Downing.....	30.00	151
	30.	Sundries for April, '86.....	21.63	152
		Rent for April, '86 $\frac{2}{3}$ .....	30.00	153
May	1.	J. J. Decker.....	42.55	154
		Ice bill $\frac{2}{3}$ of \$5.15.....	3.44	155
	4.	E. Morrison.....	.25	156
	8.	C. B. Thompson.....	4.70	157
	12.	Retainer paid Clark and Stewart.....	200.00	158
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		Carried forward.....	\$3389.43	

1886.

		Brought forward.....	\$3389.43	
May	17.	Mrs. Curtis, engrossing.....	23.50	159
	18.	National Republican.....	12.00	160
	22.	Lycett bookbindery.....	5.00	161
	25.	Rob't L. Miller.....	1.56	162
	96.	Mortimer A. Downing, clerk.....	60.00	163
	27.	Edmund Kelly, Paris.....	150.00	164
	31.	Sundries for May, '86.....	6.78	165
		Rent for May, '86, $\frac{2}{3}$ of \$48.25.....	32.17	166
June	16.	Expenses to Boston .....	50.55	167
	16.	Mrs. Curtis, engrossing.....	7.00	168
	30.	Mortimer A. Downing, clerk.....	60.00	169
		Sundries for June, '86.....	10.80	170
		Rent for June, '86, $\frac{2}{3}$ of \$45.00.....	30.00	171
July	1.	Ice, $\frac{2}{3}$ of \$2.60.....	1.74	172
	1.	J. D. Milans, printing.....	1140.52	173
	13.	Mrs. Curtis, engrossing.....	5.00	174
	14.	Mortimer A. Downing, clerk.....	30.00	175
	27.	Wm. Woodville, Jr., copying.....	15.50	176
	29.	Winslow Warren, comsr.....	240.00	177
	31.	J. J. Decker.....	14.45	178
		Janitor, $\frac{2}{3}$ of \$3.00 July, '86.....	2.00	179
		Sundries, July, '86.....	38.66	180
		Rent for July, 86, $\frac{2}{3}$ of \$45.00.....	30.00	181
Aug.	3.	Mortimer A. Downing, clerk.....	30.00	182
	6.	A. Hopkins, clerk, St. of Cl'ms.....	693.00	183
	14.	Mortimer A. Downing.....	30.00	184
	31.	Sundries for Aug., '86.....	22.12	185
		Janitor for Aug., 86, $\frac{2}{3}$ of \$3.....	2.00	186
		Ice for Aug., 86, $\frac{2}{3}$ of \$1.30.....	.87	187
		John F. Paret.....	5.50	188
		Rent for August, '86, \$40.00.....	40.00	189
Sept.	1.	J. J. Decker.....	9.75	190
		Carried forward.....	\$6189.90	

204

		Brought forward .....	\$6189.90	
Sept.	2.	Mortimer A. Downing.....	39.00	191
	11.	Department of State, records .....	11.15	192
	12.	Mortimer A. Downing.....	30.00	193
	21.	John Randolph, Ct. Claims' .....	60.00	194
		Dep't. of State, foreign rec .....	43.00	195
	30.	Janitor for Sept. '86.....	2.00	196
		Rent for Sept. '86, spo. rooms.....	40.00	197
		Sundries, Sept. '86.....	8.47	198

		Voucher.	
1886.			
Oct.	6. J. D. Milans.....	\$380.42	199
	Mortimer A. Downing, clerk .....	60.00	200
	7. J. J. Decker.....	12.50	201
	8. S. B. Taylor, bailiff.....	19.00	202
	11. E. W. Woodruff.....	12.60	203
	John Randolph, Ct. Cl'ms.....	40.00	204
	12. Dept. of State, record Minerva.....	39.55	205
	14. Dept. of State, " London packet	51.04	206
	J. I. Joyce, Italian.....	21.60	207
	16. H. L. Thomas.....	10.68	208
	H. L. Thomas.....	14.41	209
	28. Rob't U. Fleming.....	7.24	210
	29. Clerk U. S. Ct. Richmond Covan .....	30.00	211
	31. Janitor for October '86 .....	2.00	212
	Rent for October '86.....	40.00	213
	Sundries October '86.....	46.55	214
Nov.	6. Mortimer A. Downing.....	30.00	215
	13. John Randolph Ct. of Claims.....	48.00	216
	19. Thos. McGill & Co.....	17.60	217
	30. J. W. Blankford .....	30.00	218
	H. K. Willard, rent for Nov. '86.....	40.00	219
	Janitor for Nov. '86 $\frac{2}{3}$ of \$3.00.....	2.00	220
	Sundries for November, 1886.....	10.01	221
Dec.	1. Mortimer A. Downing .....	60.00	222
205	Carried forward.....	\$7443.72	
1886-'7.	Brought forward.....	\$7443.72	
Dec.	1. Ice Sept. Oct., Nov.....	2.57	223
	J. J. Decker.....	17.90	224
	3. Dept. of State, " Lydia ".....	144.46	225
	4. A. Hopkins, cl'k Ct. Cl'ms.....	130.00	226
	9. J. Randolph, ass't cl'k do.....	48.00	227
	11. Miss Voulte.....	4.20	228
	13. J. D. Milans.....	363.70	229
	18. Miss Voulte.....	10.35	230
	23. Miss Voute.....	6.00	231
	Mrs. Curtis, engrossing.....	18.00	232
	24. H. L. Thomas.....	1.65	233
	28. W. F. Reamer.....	6.50	234
	29. J. J. Decker.....	20.25	235
	31. Janitor, $\frac{2}{3}$ of \$3.00.....	2.00	236
	Sundries, December, '86.....	17.16	237
	Rent, Nov. & Dec., '86.....	80.00	238
	15. Mortimer A. Downing.....	30.00	239
	25. Mortimer A. Downing.....	30.00	240



## Vouchers.

1887.		
Jan.	4. Mortimer A. Downing.....	\$20.00 241
	John C. Parker.....	6.25 242
	12. Dept. of State .....	41.46 243
	12. J. D. Milans.....	204.32 244
	13. A. B. Voute.....	.75 245
	17. L. D. Lowry, Jr.....	30.00 246
	19. A. B. Voute.....	1.50 247
	21. W. H. Morrison.....	13.00 248
	19. Mortimer A. Downing.....	10.00 249
	21. Mrs. Curtiss, engrossing .....	10.00 250
	Thomas McGill & Co.....	4.00 251
	E. W. Woodruff.....	5.40 252
	31. J. J. Decker.....	10.15 253
Carried forward .....		\$8733.29
206	Brought forward.....	\$8733.29
Jan.	31. Thomas McGill & Co.....	5.50 254
	Sundries for Jan'y '87.....	32.48 255
Feb'y	1. Rent for January, '87.....	60.00 256
	Janitor, Jan'y $\frac{2}{3}$ of \$3.00.....	2.00 257
	Ice, Dec. '86 and Jan'y '87.....	1.77 258
	L. D. Lowry, Jr.....	16.00 259
	2. Miss Voute .....	1.15 260
	4. J. J. Decker.....	16.15 261
	Miss Wallace.....	18.76 262
	Thos. McGill & Co.....	8.80 263
	7. Miss Voute.....	.90 264
	Miss Thompson.....	7.00 265
	14. Mortimer A. Downing, clerk .....	60.00 266
	16. Archibald Hopkins, Ct. Claims.....	78.00 267
	17. Washington Post.....	25.00 268
	James G. Thompson, "Capital" .....	15.00 269
	19. Miss Voute.....	.60 270
	21. W. F. Stockett & Co. ....	3.00 271
	Jas. G. Thompson, "Capital" .....	45.00 272
	28. J. J. Decker.....	4.50 273
	Sundries for February, '87.....	4.78 274
Mar.	1. Rent for February, '87.....	40.00 275
	Ice for February, $\frac{2}{3}$ of \$1.20 .....	.80 276
	Janitor for February, '87 .....	2.00 277
	4. Miss Wallace .....	2.60 278
	5. H. R. Berlin .....	25.50 279
	19. Miss Voute .....	2.95 280
	25. Miss Voute.....	1.15 281
	B. R. Berlin.....	10.37 282
	31. Miss Wallace .....	6.00 283

## Vouchers.

1887.		
Mar.	31. J. J. Decker.....	\$9.80 284
	Sundries for March, '87.....	6.05 285
Carried forward.....		<u>\$9246.90</u>
207		
Brought forward .....		\$9246.90
Apr-l	1. Rent for March '87 .....	40.00 286
	Janitor for March.....	2.00 287
	21. B. R. Berlin .....	11.95 288
	30. Miss Wallace.....	3.75 289
	Sundries for April, '87 .....	8.45 290
	16. J. J. Decker.....	15.15 291
May	1. Janitor for April '87 $\frac{2}{3}$ of \$3.00 .....	2.00 292
	2. J. D. Milans .....	513.41 293
	25. Miss Wallace .....	4.60 294
	31. Sundries for May.....	5.83 295
June	1. Janitor for May, '87, $\frac{2}{3}$ of \$3.00 .....	2.00 296
	J. D. Milans .....	1179.97 297
	J. J. Decker.....	3.20 298
	J. W. Blandford .....	10.00 299
	24. George Mayer.....	3.00 300
	30. J. J. Decker.....	5.25 301
	Sundries for June '87.....	5.18 302
July	1. Rent for April and May '87.....	80.00 303
	Janitor for June '87 $\frac{2}{3}$ of \$3.00.....	2.00 304
	5. W. H. Morrison .....	9.00 305
	Hartford Courant.....	1.00 306
	14. Innis N. Palmer.....	1300.00 307
	30. J. J. Decker.....	2.45 308
	25. George Mayer.....	6.80 309
	16. J. D. Milans, Blount brief.....	42.50 310
Aug.	1. Ice bill March to date, \$6.55 $\frac{2}{3}$ .....	4.37 311
	Sundries for July, '87 .....	11.55 312
	Janitor for July, '87.....	2.00 313
	Rent for June and July, '87.....	80.00 314
	Miss Wallace.....	4.22 315
	12. J. Walter Blandford .....	12.00 316
	31. Sundries Aug. '87 .....	9.63 317
Carried forward .....		<u>\$12630.16</u>
208		
Brought forward.....		\$12630.16
Sept.	1. Janitor for Aug., '87 .....	2.00 318
	Rent Aug. '87.....	35.00 319
	2. Ice for August .....	.90 320
	14. Ridsen & Keefe .....	5.50 321
	22. Reidsen & Keefe .....	5.00 322

## Vouchers.

1887.			
Sept.	27.	J. D. Milans .....	\$257.23 323
	30.	Miss Crockett .....	1.62 324
		J. J. Decker.....	4.13 325
		Sundries for September, 1887 .....	9.30 326
		Janitor September 1887 .....	2.00 327
Oct.	5.	John Randolph, St. of Claims.....	12.00 328
	8.	Risden & Keefe .....	6.10 329
	15.	Risden & Keefe .....	9.60 330
	21.	Express .....	.30 331
	22.	Miss Crockett .....	5.79 332
	31.	Sundries October 1887 .....	2.28 333
Nov.	1.	Janitor October 1887.....	2.00 334
		J. J. Decker.....	10.63 335
		Express .....	.70 336
		Express .....	.60 337
	14.	Miss Crockett .....	.20 338
	30.	J. J. Decker.....	2.50 339
		Sundries, November 1887.....	31.10 340
Dec.	3.	Janitor for November 1887 .....	2.00 341
		F. Vandyke.....	1.24 342
		F. Vandyle .....	2.40 343
	20.	A. Bayley Blandford, Paris "Hebe"..	23.02 344
	21.	A. Hopkins.. .....	12.00 345
	24.	Lawrence Lewis... ..	25.00 346
	31.	J. Walter Blandford .....	30.00 347
		Rent, Sep. Oct. Nov. Dec., 1887 \$35.00..	140.00 348
		Sundries for December, 1887.....	17.56 349
209		Carried forward .....	\$13289.88
1888.			
Jan'y	1.	Brought forward .....	\$13289.88
	4.	"Capital" .....	15.00 350
	17.	Archibald Hopkins.....	10.00 351
Feb'y	1.	Janitor, January '83 .....	2.00 352
	4.	J. J. Decker.....	9.25 353
	8.	J. C. Fracker.....	1.65 354
	11.	Post .....	17.00 355
	22.	A. A. Hoehling.....	2.00 356
	28.	Kate Fountain .....	61.09 357
	29.	Mary S. W. Day.....	6.85 358
		J. J. Decker.....	10.10 359
M'ch	1.	Janitor, February, '88.....	2.00 360
		A. A. Hoehling .....	2.00 361
		Ice .....	2.56 362
	16.	A. A. Hoehling .....	4.00 363
	21.	A. A. Hoehling .....	2.50 364

## Vouchers.

1888.			
M'ch	31.	Mary S. W. Day.....	\$5.56 365
		A. A. Hoehling .....	7.75 366
Apr.	1.	Janitor, March, '88.....	2.00 367
	9.	A. A. Hoehling.....	1.50 368
M'ch	1.	A. A. Hoehling.....	4.00 369
		J. J. Decker.....	1.75 370
		J. J. Decker.....	12.85 371
		J. D. Milans .....	342.75 372
		Mrs. Day .....	4.80 373
		Archibald Hopkins .....	35.00 374
June	1.	Janitor, May '88, April.....	4.00 375
	11.	Mrs. Day .....	5.55 376
	26.	Express .....	.25 377
	28.	Express .....	.25 378
July	1.	Rent for June.....	35.00 379
	2.	MacQueen & Wallace .....	7.00 380
		Mrs. Day .....	13.48 381
210			<hr/> \$13921.37
1888-'9.		Brought forward.....	\$13921.37
July	31st.	McQueen & Wallace .....	21.25 382
	28th.	Arthur Lord.....	5.25 383
		Rent Jan., Feb. M'ch, Apr., May, \$35.45.....	175.00 384
Aug.	1.	Janitor June and July, '88.....	4.00 385
	11.	A. A. Hoehling .....	10.00 386
		John Day .....	12.22 387
	29.	Capital.....	30.50 888
	23.	John Randolph .....	5.00 389
Sept.	1.	Mrs. Day.....	11.99 390
	28.	George Mayer .....	1.40 391
	29.	Express ....	.25 392
		Rob Miller .....	12.80 393
		J. J. Decker .....	19.95 394
Oct.	1.	Lulu Wright .....	4.66 395
	11.	Francis C. Caller.....	12.35 396
	20.	A. A. Hoehling .....	4.50 397
	29.	John Randolph .....	4.00 398
	31.	Janitor, Aug. Sept., Oct. '88.....	6.00 399
Nov.	1.	Lulu Wright .....	5.72 400
		M. E. Hale .....	3.50 401
	14.	Francis Valler .....	10.60 402
	16.	J. F. Brown .....	6.32 403
Dec.	1.	Mrs. Day.....	10.38 404
	4.	Linney Miller.....	6.75 405
	11.	George Mayer .....	1.00 406

			Vouchers.
1888-'9.			
Dec.	12.	Liney N. Miller.....	\$13.20 407
	18.	E. D. Seccomb .....	11.84 408
Dec.	31.	Janitor, Nov. and Dec., '88.....	4.00 409
		Rent July, Aug., Sept., Oct., Nov., Dec., at \$35.00.....	210.00 410
1889.			
Jan.	16.	Mrs. Day.....	12.50 411
	28.	F. S. Fiske .....	4.17 412
211			<hr/> \$14562.47
1889-'90.		Brought forward .....	\$14562.47
Jan'y	13.	J. J. Decker.....	10.03 413
	13.	Janitor January 1889 .....	2.00 414
Feb.	1.	Mrs. Day.....	13.54 415
	28.	Janitor, February 1889.....	2.00 416
Mar.	1.	Public Printer .....	20.85 417
		Mrs. Day .....	13.60 418
	2.	R. C. Jones .....	2.26 419
Apr.	3.	Mrs. Day.....	3.82 420
	9.	Archibald Hopkins.....	10.00 421
	11.	J. D. Milans.....	172.35 422
	29.	Janitor, March and April '89 .....	4.00 423
May	1.	Mrs. Day .....	3.05 424
	14.	French legation.....	11.90 425
	31.	Janitor, May 1889 .....	2.00 426
June	3.	Mrs. Day.....	1.28 427
	29.	Janitor, June 1889 .....	2.00 428
July	31.	Janitor, 1889.....	2.00 429
Aug.	1.	Mrs. Day .....	1.40 430
	31.	Sundries, Aug. & Sept. 1889 .....	24.18 431
Sept.	30.	Janitor, Aug. & Sept., 1889 .....	4.00 432
	31.	Janitor, October, 1889 .....	2.00 433
Nov.	30.	J. J. Decker.....	12.65 434
		Mrs. Day.....	4.88 435
		Janitor, November 1889 .....	2.00 436
Dec.	28.	J. J. Decker.....	3.00 437
	30.	Janitor, December, 1889 .....	2.00 438
	30.	Rent for year 1889 at \$35. 12 mos ...	420.00 439
1890.			
Jan'y	15.	J. D. Milans .....	55.00 440
	21.	George M. Bond.....	4.00 441
	30.	Mrs. Day .....	7.60 442
	30.	McQueen & Wallace.....	4.00 443
Carried forward .....			<hr/> \$15385.86

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Vouchers.

1890.

		Brought forward .....	\$15385.86	
Jan'y	31.	McQueen & Wallace .....	16.00	444
		Janitor, January, 1890 .....	2.00	445
Feb.	5.	A. R. Hauckel.....	5.00	446
	13.	Telegrams.....	.80	447
	19.	Mrs. Day.....	7.49	448
	28.	Janitor, Feb'y 1890.....	2.00	449
		J. J. Decker .....	6.45	450
Mar.	1.	F. S. Doyle .....	2.50	451
	10.	Public Printer .....	7.15	452
	18.	H. L. McQueen ... ..	13.50	453
	31.	H. L. McQueen .....	4.00	454
		C. B. Thompson.....	1.60	455
Apr.	5.	H. L. McQueen .....	3.25	456
May	31.	Janitor, M'ch Apr. May, 1890, \$3 & 3	6.00	457
June	28.	Mrs. Day .....	12.23	458
	30.	Janitor, June 1890.....	2.00	459
July	1.	Mrs. Day .....	8.56	460
	31.	J. J. Decker.....	3.00	461
Aug.	12.	Mrs. Day .....	2.40	462
	25.	Thos. J. Burne .....	14.28	463
	30.	Janitor, Aug. & July 1890.....	4.00	464
		F. S. Doyle .....	3.95	465
Sept.	18.	F. S. Doyle .....	4.00	466
	24.	Public Printer .....	10.35	467
	27.	Mrs. Day.....	6.12	468
	30.	Rent from Jan'y 1 to date at \$35 x 9	315.00	469
Oct.	31.	F. S. Arnold .....	7.50	470
		Janitor.....	1.50	471
		Rent for October, 1890 .....	15.00	472
Nov.	30.	F. S. Arnold .....	7.50	473
		Janitor.....	1.50	474
		Rent for November, 1890.....	15.00	475

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Carried forward..... \$15897.49

1890-'1.

Dec.	1.	Brought forward .....	\$15897.49	
	30.	F. S. Arnold.....	7.50	476
		Janitor.....	1.50	477
		Rent for December 1890.....	15.00	478

1891.

Jan'y	31.	F. S. Arnold .....	7.50	479
		Janitor.....	.50	480
		Rent for January, 1891.....	15.00	481
		Sundries for January 1891.....	4.47	482

## Vouchers.

1891.			
Feb'y	28.	J. J. Decker.....	\$15.75 483
		F. S. Arnold .....	7.50 484
		Sundries February 1891.....	13.30 485
		Rent February 1891 .....	15.00 486
M'ch	10.	J. J. Decker.....	5.00 487
	31.	F. S. Arnold .....	10.00 488
		Sundries.....	45.05 489
		Rent for March, 1891.....	15.00 490
Apr.	1.	Mrs. Day .....	12.86 491
	2.	Mrs. Day .....	30.84 492
	3.	Rent for April, 1891 .....	35.00 493
	4.	F. S. Presby.....	2.60 494
		Henry A. Clark & Son .....	1.45 495
	9.	Linotype Co. See No. 565.....	15.40 496
	30.	Notley Anderson .....	13.55 497
	30.	F. S. Arnold, April, 1891 .....	20.00 498
		Sundries, April, 1891 .....	21.23 499
May	1.	Rent for May, 1891.....	35.00 500
		Rob't Miller .....	5.50 501
		The Capitol.....	77.00 502
		The Capitol.....	135.00 503
	16.	Typewriter material .....	.75 504
		Notary bill, 18889 to date .....	39.00 505
	22.	Linotype Co., see No. 565 .....	10.15 506

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Carried forward..... \$16530.89

214

		<i>Carried forward</i> .....	\$16,530.89
May	29.	Linotype Company .....	10.50 507
	26.	Waite & Green.....	11.35 508
	31.	F. S. Arnold.. ..	20.00 509
	31.	Sundries May, 1891.....	14.30 510
June	1.	W. H. Cooper.....	1.25 511
	3.	H. L. McQueen.....	6.00 512
	3.	Rent for June, 1891.....	35.00 513
		W. H. Cooper.....	13.65 514
	24.	E. Morrison.....	2.80 515
		H. A. Clark & Son.....	1.00 516
	30.	F. S. Arnold.....	20.00 517
		Sundries, June 1891 .....	9.28 518
July	1.	W. H. Morrison .....	12.20 519
	2.	Rent for July, 1891 .....	35.00 520
	9.	Col. Fisk, Boston, depositions .....	100.00 521
	18.	Notary, Chase depositions.....	.50 522
	29.	Repairs, to shelves, etc.....	1.25 523
	31.	Arnold for July, 1891 .....	20.00 524
	25.	Miscellaneous items.....	1.50 525

## Vouchers.

1891.			
July	25.	Sundries for July, 1891.....	\$4.54 526
Aug.	1.	J. J. Decker.....	9.95 527
		W. H. Cooper.....	13.80 528
	5.	C. T. Lovering .....	2317.00 529
	7.	D. W. Scribner .....	5.10 530
	8.	H. L. Thomas.....	3.50 531
	11.	Mitchell, deposition.....	4.50 532
	18.	Binding. ....	2.40 533
	22.	M. Eugene Culver .....	20.25 534
	31.	F. S. Arnold .....	20.00 535
		Sundries August, 1891 .....	9.25 536
		Rent for August, 1891.....	35.00 537
Sept.	1.	Miscellaneous.....	1.30 538
		Carried forward.....	\$19293.06
215			
Sept.	—.	Carried forward .....	\$19293.06
	2.	Miscellaneous .....	1.00 539
		Rent for September, 1891.....	35.00 540
	8.	Clerk St. Claims.....	3.00 541
	10.	S. A. Huntington .....	88.65 542
	14.	Typewriter.....	.20 543
		Typewriter .....	2.45 544
		E. Morrison .....	4.00 545
	16.	Rob't S. Cooker.....	6.50 546
		Gilman M. Fague .....	2.00 547
	22.	Typewriter .....	1.00 548
	23.	F. A. Baker, Sims dep.....	2.50 549
	24.	M. L. Ferrers .....	20.50 550
	26.	Expenses to New York.....	26.50 551
	30.	F. S. Arnold .....	20.00 552
		Sundries, Sept. 1891 .....	42.90 553
Oct.	2.	Rent, Oct., 1891 .....	35.00 554
	5.	Ct. of Claims.....	2.50 555
	9.	W. T. Curtiss, depositions.....	190.00 556
	17.	Court of Claims .....	10.00 557
	30.	F. S. Fiske, deposition.....	4.50 558
	31.	F. S. Arnold .....	20.00 559
		Sundries, October, 1891 .....	8.00 560
Nov.	1.	W. H. Hooper.....	6.60 561
	2.	G. M. Fague .....	.50 562
	3.	Rent, November, 1891.....	35.00 563
	13.	Adams, Brackett, Veitch, case.....	3.59 564
		Linotype Co., see Nos. 496 and 506...	190.82 565
	18.	Linotype Company.....	4.90 566
	21.	Jules Boenfre .....	5.00 567



## Vouchers.

1891.				
Nov.	29.	W. C. Williamson .....	\$18.75	568
		F. S. Arnold, November, 1891.....	20.00	569
		Sundries, Nov., 1891 .....	4.56	570
216		Carried forward.....	\$20118.98	
1891-'2.		Brought forward .....	\$20118.98	
Dec.	3.	Linotype Company .....	3.50	571
		Linotype Company .....	3.85	572
		Linotype Company .....	2.10	573
	5.	H. L. McQueen .....	10.60	574
	11.	Henry L. Thomas .....	9.00	575
	12.	Clerk at court, Alexandria, Va.....	2.86	576
	31.	F. S. Arnold.....	25.00	577
		Sundries, December, 1891 .....	13.22	578
		Rent, December, 1891 .....	35.00	579
1892.				
Jan'y	15.	E. Morrison.....	4.20	580
	16.	Rob't S. Cooper.....	4.00	581
	21.	L. Bunker .....	8.00	582
	26.	Rent, January, 1892 .....	35.00	583
	28.	H. L. McQueen.....	2.00	584
		H. L. McQueen.....	5.00	585
	29.	G. Rowzee. ....	1.00	586
	31.	F. S. Arnold, January, 1892.....	25.00	587
		Sundries, January, 1892 .....	9.04	588
Feb.	4.	Rent, February, 1892 .....	35.00	598
	11.	Repairs, typewriter .....	8.00	590
	6.	Linotype Company .....	13.15	591
		Linotype Company .....	2.10	592
	13.	Chas. S. Knowles.....	8.00	593
		McGill and Wallace .....	10.60	595
	15.	McGill and Wallace .....	3.60	594
		McGill and Wallace .....	3.60	596
	17.	McGill and Wallace .....	5.40	597
		McGill and Wallace .....	3.60	598
		McGill and Wallace .....	3.60	599
	19.	McGill and Wallace .....	3.60	600
	20.	McGill and Wallace .....	7.20	601
		Carried forward .....	\$20425.00	
217		Brought forward .....	\$20,425.00	
Feb'y	25.	McGill & Wallace.....	3.60	602
		Register of wills .....	5.00	603
	29.	H. L. McQueen.....	4.75	604
		H. L. McQueen.....	20.40	605

## Vouchers.

1892.		
Feb'y	29. F. S. Arnold, Feb., 1892.....	\$25.00 606
	1. W. H. Cooper.....	3.60 607
	29. Sundries, February, 1892.....	13.82 608
M'ch	1. W. H. Cooper.....	10.60 609
	G. M. Fague.....	.50 610
	3. Rent, March, 1892 .....	35.00 611
	7. F. S. Jones.....	3.20 612
	9. Jules Boenfre .....	6.00 613
	10. F. S. Jones .....	6.80 614
	21. O. C. Henderson.....	17.50 615
	24. Miscellaneous .....	2.00 616
	Sundries March 1892 .....	18.85 617
Apr.	2. W. H. Cooper .....	14.70 618
	F. S. Arnold, March, 1892 .....	25.00 619
	Rent April 1892 .....	35.00 620
	8. H. L. McQueen .....	12.50 621
	9. J. G. Hodges.....	1.30 622
	18. G. S. Gerston.....	5.00 623
	22. London draft, H. F. & Gibson.....	25.00 624
	30. McGill & Wallace .....	3.60 625
	" " .....	18.30 626
	" " .....	7.20 627
	" " .....	3.00 628
	" " .....	5.40 629
	" " .....	2.70 630
	" " .....	1.80 631
	Sundries, April, 1892.....	6.53 632
May	1. F. S. Arnold, April, 1892.....	25.00 633
Carried forward.....		\$20793.65
218		
Brought forward .....		\$20793.65
May	3. McGill & Wallace.....	1.80 634
	John Randolph .....	3.90 635
	5. McGill & Wallace .....	5.40 636
	6. " " .....	3.60 637
	" " .....	3.60 638
	7. Rent for May, 1892 .....	35.00 639
	12. McGill & Wallace .....	3.60 640
	" " .....	7.20 641
	" " .....	3.60 642
	" " (\$32.40).....	3.60 643
	31. Sundries May 1892.....	11.64 644
June	8. Rent for June, 1892.....	35.00 645
	17. W. H. Cooper .....	9.35 646
	1. F. S. Arnold, May, 1892.....	35.00 647

## Vouchers.

1892.		
June	14. McGill & Wallace .....	\$3.60 649
	“ “ .....	2.70 650
	“ “ .....	2.70 651
	“ “ .....	3.60 652
	“ “ .....	24.00 653
	“ “ .....	1.80 654
	“ “ .....	2.70 655
	“ “ (\$42.90).....	1.80 656
	19. Telegram.....	.25 657
	“ .....	.53 658
	“ .....	.40 659
	“ .....	.50 660
	20. H. L. McQueen.....	1.85 661
	McGill & Wallace .....	5.40 662
	“ “ .....	1.80 663
	“ “ (\$10.80).....	3.60 664
	28. “ “ .....	1.80 665
219	Carried forward .....	\$21006.95
July	28. Brought forward.....	\$21006.95
	McGill & Wallace .....	3.60 666
	Do. ....	7.20 667
	Do. ....	1.80 668
	Do. (\$19.80).....	5.40 669
	2. Rent July, 1892 .....	35.00 670
	1. F. S. Arnold, June 1892.....	25.00 671
	31. Sundries June and July, '92.....	21.57 672
Aug.	1. F. S. Arnold, July 1892 .....	25.00 673
	Rent, August, 1892 .....	35.00 674
Sept.	1. W. H. Cooper.....	7.10 675
	Rent, September, 1892.....	35.00 676
	F. S. Arnold, August, 1892.....	25.00 677
Oct.	1. September, 1892 .....	25.00 678
Oct.	1. Rent, October 1892 .....	35.00 679
	13. McGill & Wallace .....	2.70 680
	Do. ....	2.70 681
	Do. ....	3.00 682
	Do. ....	4.80 683
	Do. ....	2.70 684
	Do. ....	3.60 685
	Do. ....	2.70 686
	Do. ....	2.70 687
	Do. ....	4.07 688
	Do. (\$30.77).....	1.80 689
Nov.	1. F. S. Arnold, October, 1892 .....	25.00 690
	Rent November 1892.....	35.00 691

## Vouchers.

1892.		
Nov.	6. Jules Bouefoe .....	\$12.50 692
	Jules Bouefoe .....	5.50 693
	12. McGill & Wallace .....	9.00 694
	Do. ....	9.00 695
	Do. ....	3.60 696
	Do (\$24.30) .....	2.70 697
Carried forward .....		<u>\$21426.69</u>
220		
1892-'3.		
Dec.	1. Brought forward .....	\$21426.69
	F. S. Arnold, November 1892 .....	25.00 698
	Rent for November, 1892 .....	35.00 699
	29. E. de Carvalho .....	19.70 700
	31. F. S. Arnold, December 1892 .....	25.00 701
Nov.	17. Documents, etc. ....	10.00 702
Dec.	31. Sundries, Aug., Sept., Oct., Nov., Dec., 1892 .....	31.23 703
1893.		
Jan'y	6. Rent January, 1893 .....	35.00 704
	7. McGill & Wallace .....	31.75 705
	Do. ....	1.80 706
	Do. ....	2.70 707
	Do. ....	1.80 708
	Do. ....	2.70 709
	Do. ....	3.60 710
	Do. ....	25.25 711
	Do. ....	3.60 712
	Do. ....	1.80 713
	Do. ....	2.70 714
	26. W. H. Cooper .....	13.30 715
	31. Fowler Manufacturing Company .....	1.12 716
	Sundries, January 1893 .....	22.04
Feb'y	1. F. S. Arnold, January, 1893 .....	25.00 718
	4. Rent for February, 1893 .....	35.00 719
	28. Sundries, February, 1893 .....	16.01 720
M'ch	1. F. S. Arnold, February, 1893 .....	25.00 721
	Rent, March, 1893 .....	35.00 722
	9. Gas .....	1.20 723
	10. Mrs. Day .....	4.70 724
	15. McGill & Wallace .....	5.40 725
	Do. ....	2.70 726
	Do. ....	2.70 727
	Do. ....	3.60 728
Carried forward .....		<u>\$21888.09</u>

Vouchers.

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1893.

M'ch	15.	Brought forward.....	\$21,888.09	
		McGill & Wallace .....	1.80	729
		Do. ....	6.30	730
		Do. ....	3.60	732
		Do. ....	4.50	731
		Do. ....	5.40	734
		Do. ....	3.60	735
		Do. ....	2.70	736
		Do. ....	4.50	737
		Do. ....	2.70	738
		Do. ....	3.60	739
		Do. ....	4.50	740
		Do. ....	2.70	741
		Do. ....	1.80	742
		Do. ....	2.70	743
		Do. ....	2.70	744
		Do. ....	2.70	745
		Do. ....	1.80	746
		Do. ....	2.70	747
		Do. ....	1.80	748
		Do. ....	2.70	749
		Do. ....	3.60	750
		Do. ....	2.70	751
		Do. ....	5.40	652
		Do. ....	7.65	753
		Do. ....	5.40	754
		Do. ....	7.20	755
			5.25	756
	30.	New Publishing Company.....	2.00	757
		Miscellaneous .....	1.00	758
		Sundries March, 1893 ..	8.92	759
Apr.	1.	F. S. Arnold, March, 1893 .....	25.00	760

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Carried forward ..... \$22040.51

222

		Brought forward.....	\$22040.51	
April	3.	Rent April 1893 .....	35.00	761
	17.	Evening News .....	2.00	762
	30.	Sundries for April, 1893.....	8.30	763
May	1.	F. S. Arnold .....	25.00	764
		Fowler Company, April 1893 .....	.38	765
		Fowler Company, March 1893.....	.37	766
		Rent for May, 1893 .....	35.00	767
		Gas .....	.55	768
	5.	J. J. Decker.....	7.50	769
		Special correspondence letters.....	13.70	770

## Vouchers.

1893.

May	2.	J. F. Sanner.....	\$ .75	771
		Fowler Company, May, 1893.....	.38	772
June	1.	Rent for June, 1893.....	35.00	773
		F. S. Arnold, May 1893.....	12.50	774
	2.	Clerk, Ct. of Cl'ms Bussey .....	4.00	775
	23.	Jules Boeufœ .....	10.00	776
		Jules Boufoe .....	8.50	777
	30.	Sundries for June 1893.....	1.75	778
July	1.	Rent for July, 1893.....	35.00	779
		F. S. Arnold, June, 1893.....	25.00	780
	10.	H. W. Cooper .....	19.13	781
July	15.	Carried forward .....	\$22320.32	

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## COMPLAINANT'S EXHIBIT NO. 2.

No.	Claimant.	Amount of judgment.
3443.	William G. Perry, adm'r, Nicholas Gilman.....	\$198.00
3443.	Horatio Hunnewell, adm'r, Arnold Welles, Jr..... (Filed December 7, 1891.)	396.00
1999.	Horace Obear, adm'r, Josiah Obear .....	1705.68
	(Filed April 23, 1898.)	
2494.	Franklin Leach, adm'r, Nathan Leach.....	126.00
	(Filed April 23, 1898.)	
842.	Charles Francis Adams, Jr., adm'r, Peter C. Brooks.....	5500.00
	(— April 23, 1898.)	
2347.	A. M. Lee in place of R. Stewart Strobel and Henry L. Burns, adm'r's <i>d. b. n.</i> of Thomas Stewart.....	6061.93
	(June 20, 1892.)	
3543.	Thomas H. Perkins, adm'r, John C. Jones.....	500.00
3543.	William S. Carter, adm'r, William Smith.....	1000.00
3543.	Philo S. Shelton, ex'r, Benjamin Homer.....	500.00
3543.	John C. Ropes, adm'r, Thomas Amory.....	1000.00
3543.	William G. Perry, adm'r, Nicholas Gilman.....	1000.00
3543.	David G. Haskins, adm'r, David Greene.....	1000.00
3543.	John H. Moriarty, adm'r, James Scott.....	500.00
	(Filed June 20, 1892.)	
232.	Charles Francis Adams, adm'r, Peter C. Brooks..	3000.00
232.	Thomas H. Perkins, adm'r, John C. Jones.....	1000.00
	(Filed April 4, 1892.)	
3317.	William G. Perry, adm'r, Nicholas Gilman.....	1000.00
3317.	Robert Grant, adm'r, W. H. Boardman.....	1000.00
	John H. Moriarty, adm'r, James Scott.....	500.00
	(Filed April 4, 1892.)	

136 T. E. WAGGAMAN, ETC., VS. H. M. EARLE, ETC., AND

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129.	Thomas Cushing, adm'r Marston Watson.....	10,846.57
260.	William Sohler, adm'r Nathaniel Fellowes.....	2,000.00
260.	Charles Francis Adams, adm'r Peter C. Brooks...	2,500.00
260.	Thomas H. Perkins, adm'r J. C. Jones.....	1,000.00
260.	Frederick O. Prince, adm'r James Prince.....	500.00
3612.	James C. Davis, adm'r Cornelius Durant.....	300.00

(Filed, November 4, 1887.)

130 & 131.	John C. Parsons, adm'r John Caldwell.....	12,412.17
3540.	William Sohler, adm'r Nathaniel Fellowes.....	1,000.00
3540.	Frank Dabney, adm'r Samuel Wyllys Pomeroy...	1,000.00
3540.	Lawrence Bond, adm'r Nathan Bond.....	500.00
3540.	Henry R. Rodgers, ex'r Daniel D. Rogers.....	500.00

(May 6, 1889.)

132.	Thomas Cushing, adm'r Marston Watson.....	6,555.00
258.	Charles Francis Adams, adm'r Smith, Greene, and Bussey.....	3,000.00
142.	R. Stewart Strobel, <i>et al.</i> adm'rs Thomas Stewart...	6,350.00

(Filed December 6, 1886.)

145.	Francis King Cary, adm'r Samuel Hollings- worth.....	2,384.57
146.	Francis King Cary, adm'r Samuel Hollings- worth.....	1,961.12
570.	Sands Smith, adm'r William Respass.....	2,210.00

(Filed November 7, 1887.)

155.	Francis King Cary, adm'r Samuel Hollings- worth.....	5,960.00
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(Filed December 6, 1886.)

161.	Julia M. Sands, executrix Comfort Sands.....	7,318.60
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(December 31, 1888.)

165.	Thomas H. Perkins, adm'r John C. Jones.....	640.00
165.	William Sohler, adm'r Nathaniel Fellowes.....	700.00

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2734.	Richard H. T. Taylor, adm'r Joshua Hilton.....	8,017.00
177.	Thomas H. Perkins, adm'r John C. Jones.....	1,500.00
177.	Charles Francis Adams, adm'r Peter C. Brooks...	2,000.00
207.	William Sohler, adm'r Nathaniel Fellowes.....	1,000.00
207.	William Vernon adm'r Samuel Brown.....	1,000.00

(Filed November 7, 1887.)

179.	Franklin Leach, adm'r William Leach.....	3,577.88
136.	Edward I. Brown, adm'r Israel Thorndyke.....	1,003.73
3438.	Frank Dabney, adm'r Samuel W. Pomeroy.....	600.00
3439.	Thomas H. Perkins, adm'r John C. Jones.....	500.00
3439.	John C. Ropes, adm'r Thomas Amory.....	1,000.00
4685.	H. Hollis Hunnewell, adm'r Arnold Welles.....	400.00
4659.	William G. Perry, adm'r Nicholas Gilman.....	300.00

(Filed June 8, 1891.)

193.	Charles Francis Adams, adm'r Peter C. Brooks, as assignee of Tuthill Hubbard and as assignee of Isaac Rands, adm'r Caleb Hopkins.....	1,200.00
	(Filed May 31, 1892.)	
228.	Thomas B. Ghequiere, adm'r Charles Ghequiere..	3,849.16
1709.	John Stewart, receiver Baltimore Insurance Com- pany .....	1,400.00
	(Filed May 31, 1892.)	
	(F. P. Clark substituted as attorney in 1899.)	
226		
2271.	David Stewart and John E. Semmes, receivers Maryland Insurance Company.....	8,820.00
	(Filed May 31, 1892.)	
	(F. P. Clark, substituted in 1899.)	
233.	Charles Francis Adams, adm'r Peter C. Brooks...	850.00
2707.	David G. Haskins, adm'r David Greene.....	6,338.00
	(Filed January 9, 1888.)	
239	Charles Francis Adams, adm'r Homer, Hubbard, Sargent and Pomeroy .....	2,341.86
330.	Charles Francis Adams, adm'r Peter C. Brooks...	1,000.00
330.	William Sohler, adm'r Nathaniel Fellowes.....	1,000.00
	(January 18, 1892.)	
	(J. M. Wilson substituted as attorney in 1899.)	
345.	Charles Francis Adams, adm'r Peter C. Brooks, assignee of William Smith .....	500.00
345.	Charles Francis Adams, adm'r Peter C. Brooks, assignee Stephen Gorham.....	500.00
345.	Charles Francis Adams, adm'r Peter C. Brooks, assignee Daniel Sargent.....	500.00
345.	Charles Francis Adams, adm'r Peter C. Brooks, assignee Isaac Rands, adm'r Caleb Hopkins....	500.00
345.	Charles Francis Adams, adm'r Peter C. Brooks, assignee John Brazer.....	500.00
345.	Charles Francis Adams, adm'r Peter C. Brooks, assignee Tuthill Hubbard.....	500.00
345.	Thomas H. Perkins, adm'r John C. Jones .....	500.00
345.	Robert C. Mackay, ex'r William Mackay .....	500.00
345.	Ebenezer Gay, ex'r Ebenezer Gay, assignee of Thomas English.....	500.00
345.	William Sohler, adm'r Nathaniel Fellowes.....	500.00
	(November 14, 1887.)	
227		
348.	Sarah S. Owings and Francis R. Griffith admxs. of Nicholas Owings, surviving partner of Rogers and Owings.....	5,638.25
348.	William E. Woodyear, adm'r Jeremiah Yellott...	5,638.25



999.	John Stewart receiver of the Baltimore Insurance Company.....	10,000.00
	(December 17, 1888.)	
3505.	Robert Grant, adm'r William H. Boardman.....	300.00
3505.	Horatio Hunnewell, ex'r John Welles.....	300.00
	(November 14, 1892)	
	(J. M. Wilson substituted as attorney in 1899.)	
381.	Esther S. Buchanan, adm'x, representing Smith and Buchanan.....	11,660.21
1003.	Robert Carter Smith, adm'r representing Samuel Smith.....	6,738.21
770.	Cumberland D. Hollins, adm'r representing John Hollins.....	4,922.00
996.	John Stewart, receiver Maryland Insurance Company.....	19,502.00
	(December 7, 1891.)	
	(F. P. Clark, substituted as attorney.)	
383.	John C. Tillman, adm'r William Van Wyck.....	6,024.96
784.	Joseph Young, by Rebecca R. and Elizabeth Y. Thompson, admxs.....	5,597.46
997.	David Stewart and Jane E. Semmes, receivers of the Maryland Insurance Company.....	11,760.00
262.	William Donnell adm'r John Donnell.....	1,960.00
262.	Edward C. Noyes and David Stewart, adm'rs James Clark.....	980.00
262.	Cumberland D. Hollins, adm'r Cumberland Dugan.....	1,500.00
262.	David Stewart adm'r William MacCreery.....	980.00
262.	Charles J. Bonaparte, <i>et al.</i> adm'rs Benjamin Williams.....	980.00
228		
262.	David Stewart, adm'r Paul Bentalou.....	980.00
262.	John W. Jenkins, adm'r John Hillen.....	980.00
262.	David Stewart adm'r Henry Payson.....	490.00
262.	Robert Shriver, adm'r Isaac Causten.....	490.00
	(April 4, 1892.)	
	(J. Semmes substituted as attorney in 1899.)	
386.	Ebenezer D. Secomb, adm'r Phillip Bessom.....	23,180.00
	(November 30, 1891.)	
	(J. Wilson substituted in 1899.)	
388.	William E. Woodyear, adm'r Jeremiah Yellott...	7,176.34
395.	Charles Francis Adams, adm'r Peter C. Brooks...	1,500.00
395.	William Sohler adm'r Nathaniel Fellowes.....	1,000.00
395.	Horatio Hunnewell, ex'r John Welles.....	500.00
	(January 20, 1890.)	
421.	Charles Francis Adams, adm'r Peter C. Brooks assignee of Tuthill Hubbard, William Smith, David Green and Caleb Hopkins.....	1,201.00

421.	William Sohler adm'r Nathaniel Fellowes.....	210.00
	(November 14, 1887.)	
444.	Safe Deposit and Trust Company, adm'r Alexander Mactier.....	2,300.00
841.	Henry L. Dashiell and David Stewart adm'rs James Corrie.....	2,300.00
	(November 28, 1887.)	
497.	Charles Francis Adams, adm'r Peter C. Brooks, assignee of William Smith, Daniel Rogers, David Greene, Benjamin Burney, Benjamin Homer, and Tuthill Hubbard.....	5,460.00
497.	William Vernon, adm'r Samuel Brown.....	2,100.00
497.	H. Burr Crandall, adm'r Thomas Dickason.....	1,050.00
	(November 28, 1887.)	
229		
133.	Dayton S. Ward, adm'r James Barry.....	8,502.00
	(December 31, 1886.)	
	(Curtiss, Pickett & Earle, substituted attorneys.)	
571.	Mary T. Latrobe, adm'r Thomas Temant.....	8,953.18
1802.	John Stewart, receiver of the Maryland Insurance Company .....	20,000.00
	(February 11, 1889.)	
2882.	Charles F. Taylor, adm'r Henry Schroeder.....	4,427.44
	(March 21, 1892.)	
	(F. P. Clark substituted attorney.)	
777.	Catherine M. Singleton, adm'x Alexander McKim.....	1,497.89
2170.	John Stewart, receiver Maryland Insurance Company.....	19,110.00
	(December 2, 1889.)	
	(F. P. Clark substituted attorney.)	
279.	Samuel R. Adams, adm'r Richard Veitch .....	19,762.00
2628.	Anthony Hyde and Charles M. Matthews, ex'rs W. W. Corcoran.....	79.09
2628.	James M. Johnson, adm'r George W. Riggs.....	79.09
2628.	Robert S. Chew, adm'r Richard Smith.....	79.09
2187.	John Stewart, receiver Maryland Insurance Company.....	5,950.00
2293.	George H. Williams, adm'r, Samuel Williams....	1,583.59
	(December 2, 1889.)	
	(J. E. Semmes substituted as attorney.)	
2293.	Charles J. Bonaparte, adm'r Benjamin Williams..	1,583.59
4879.	David Stewart, adm'r Francis Johannet.....	5,723.18
846.	William D. Lee, Thomas D. Lee, Henry A. Lee, Joseph A. Lee and Virginia Waters, adm'rs William Duncan.....	10,407.27

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2177.	John Stewart, receiver Maryland Insurance Company .....	8,000.00
	(January 21, 1889.)	
1495.	George M. Gill, ad'r Gabriel Wood .....	19,776.00
3094.	David Stewart, adm'r Henry Lee .....	2,432.00
	(November 14, 1887.)	
236.	Charles Francis Adams, Jr. adm'r Peter C. Brooks, assignee of Tuthill Hubbard, Greene and Homer .....	2,000.00
236.	William Schier, adm'r Nathaniel Fellowes .....	700.00
236.	H. Burr Crandall, adm'r Thomas Dickason, Jr. ...	500.00
3017.	Horatio H. Hunnewell, adm'r Arnold Welles, Jr. ...	300.00
	(March 28, 1892.)	
893.	Charles Francis Adams, adm'r Peter C. Brooks...	3,456.40
893.	Thomas H. Perkins, adm'r John C. Jones .....	509.40
893.	William Schier, adm'r Nathaniel Fellowes .....	1,018.80
	(January 21, 1889.)	
896.	Charles Francis Adams, adm'r Peter C. Brooks...	867.50
3654.	William Sohier, adm'r Nathaniel Fellowes .....	1,433.75
3654.	William S. Carter, adm'r William Smith .....	1,000.00
3654.	Robert Grant, adm'r William H. Boardman .....	400.00
3654.	Frank Dabney, adm'r Samuel W. Pomeroy .....	600.00
	(June 11, 1888.)	
898.	Charles Francis Adams, adm'r Peter C. Brooks...	487.06
898.	Frank Dabney, adm'r Samuel Pomeroy .....	243.53
898.	Philo B. Shelton, adm'r Benjamin Homer .....	243.53
	(January 7, 1889.)	
	(J. M. Wilson substituted.)	
951.	John M. Carrere and David Stewart, adm'r John Carrere .....	1,344.50
1660.	John Stewart, receiver, Baltimore Insurance Co. ...	10,000.00
	(December 10, 1888.)	

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1576.	Wilmon W. Blackmar, adm'r Francis Amory .....	12,341.40
	(January 14, 1889.)	
964.	Charles Francis Adams, adm'r Peter C. Brooks...	2,739.00
964.	William Sohier, adm'r Nathaniel Fellowes .....	664.00
964.	William Vernon, adm'r Samuel Brown .....	498.00
3498.	William G. Perry, adm'r Nicholas Gilman .....	332.00
3498.	Charles K. Cobb, adm'r John Codman .....	166.00
3498.	Edward I. Browne, adm'r Israel Thorndike .....	83.00
3498.	John C. Ropes, adm'r Thomas Amory .....	664.00
3498.	Thomas Cushing, adm'r Marston Watson .....	332.00
3498.	Robert Grant, adm'r W. H. Boardman .....	166.00
3498.	David G. Haskins, adm'r David Greene .....	166.00
3499.	Horatio H. Hunnewell, ex'r John Welles .....	166.00
3498.	William P. Perkins, adm'r Thomas Perkins .....	166.00

3498.	Horatio H. Hunnewell, adm'r Arnold Welles, Jr..	116.20
3498.	Horatio H. Hunnewell, adm'r Arnold Welles.. ...	332.00
3498.	Edward J. Browne, adm'r Moses Brown.....	66.40
3498.	Frank Dabney, adm'r Samuel Wyllys Pomeroy..	166.00
3498.	Laurence Bond, adm'r of Nathan Bond .....	83.00
3498.	Edward Hooper, adm'r Benjamin Bussey .....	332.00
	(January 4, 1889.)	
976.	Charles G. Wood, adm'r Abner Wood.....	2,150.00
783.	Charles Francis Adams, adm'r Peter C. Brooks as- signee of Smith and Greene.....	2,000.00
783.	William Sohler, adm'r Nathaniel Fellowes.....	1,000.00
	(December 31, 1888.)	
980.	Frederick J. Huntington, adm'r Jabez Hunting- ton.....	3,583.09
518.	Charles Francis Adams, adm'r Peter C. Brooks... (May 28, 1888.)	1,600.00
232		
518.	James Tisdale, by John Wetherbe, adm'r..... (May 28, 1888.)	600.00
1066.	John S. Cole, adm'r John Storer .....	10,568.00
	(January 18, 1892.)	
	(Curtis, Pickett and Earle substituted attorneys.)	
1087 and 1088.	W. H. Harris, adm'r William Patterson. (February 23, 1892.) (Semmes substituted attorney.)	20,334.16
1483.	James G. Freeman, receiver Boston Marine Insur- ance Company.....	3,465.00
3162.	Catherine C. Woodside, adm'r William Stam- wood.....	2,785.11
	(January 9, 1888.)	
1536.	John M. Carrere and David Stewart, adm'rs John Carrere.....	2,207.00
1695.	John Stewart, receiver Baltimore Insurance Com- pany.....	11,000.00
	(December 19, 1888.)	
1579.	Henry W. Rogers, adm'r John Bradish.....	3,414.50
1579.	Robert S. O. Griffith, adm'r Nicholas Owings.....	682.50
1622.	John Stewart, adm'r Baltimore Insurance Co.....	4,410.00
1584.	Henry A. T. Granberry, adm'r John Granberry...	109.01
1584.	R. Manson Smith, adm'r Francis Smith.....	118.92
1584.	John Neely, adm'r John Cowper .....	148.65
1584.	Gilbert R. Fox, Jr., adm'r Thomas Willock .....	137.84
	(March 21, 1892.)	
	(Curtis, Pickett and Earle substituted as attorneys.)	
1761.	John C. McDonald, adm'r William McDonald... (January 25, 1892.) (Curtis, Pickett & Earle substituted.)	4,914.00

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1781.	John Stewart, receiver of the Baltimore Insurance Company .....	12,860.00
2072.	R. T. O. Griffith, adm'r Beall Owings..... (December 31, 1888.)	3,822.12
2278.	David Stewart and John E. Semmes, receivers Maryland Insurance Co..... (May 21, 1892.)	4,666.66
1843.	George S. Sontag, adm'r William L. Sonntag.....	7,886.50
1946.	John J. De la Roche, adm'r Frederick De la Roche..... (February 15, 1892.) (Curtiss, Pickett & Earle substituted attorneys.)	7,886.50
1844.	George S. Sonntag, adm'r W. L. Sonntag.....	3,264.50
1845.	Jane J. De la Roche, adm'x of Frederick De la Roche..... (June 8, 1891.) (Curtiss, Pickett & Earle, attorneys, substituted.)	3,264.50
1850.	John M. Carrere and David Stewart, adm'rs John Carrere..... (J. Semmes, substituted attorney.)	11,744.96
1973.	Isaac Brewster, adm'r Daniel Jackson..... (December 2, 1889.)	3,567.00
2879.	Charles G. Davis, adm'r William Davis..... (December 9, 1889.) (J. M. Wilson substituted attorney.)	992.00
169.	Charles Francis Adams, adm'r Peter C. Brooks...	400.00
169.	H. B. Crandall, adm'r Thomas Dickason.....	400.00
3509.	David G. Haskins, adm'r David Greene.....	500.00
3509.	Frank Dabney, adm'r Pomeroy.....	500.00
3509.	Robert Grant, adm'r William H. Boardman..... (March 19, 1890.)	300.00
1991.	John O. Allmand, adm'r Harrison Allmand.....	3,113.33
1991.	R. Manson Smith, adm'r Francis Smith..... (November 14, 1887.)	6,233.33

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3859.	Gilbert R. Fox, adm'r Thomas Willock..... (November 14, 1887)	6,233.33
2008.	William Donnell, adm'r John Donnell.....	6,659.99
2008.	George W. Brown, adm'r James A. Buchanan.....	4,609.99
2008.	Robert Carter Smith, adm'r Samuel Smith.....	4,609.99
2011.	Esther S. Buchanan, adm'x William B. Buchanan..	25,056.00
2011.	Cumberland D. Hollis, adm'r John Hollins..... (April 22, 1899)	7,600.00
2272.	John Stewart, receiver Maryland Insurance Company .....	28,000.00
	(April 22, 1899.) (Semmes substituted as attorney.)	

2073.	Ann E. Marshall, adm'r William Robb.....	8,475.00
	(December 30, 1888.)	
2160.	Benjamin H. Rutledge, adm'r Adams Tunno....	21,167.80
2162.	Gordon Gardiner, adm'r James Gardiner.....	4,833.93
2829.	Henry E. Young, adm'r James Turnbull.....	700.00
4626.	Henry E. Young, adm'r James Carson.....	1,700.00
	(May 31, 1892.)	
	(Curtis, Picket and Earle substituted as attorneys.)	
2173.	John Stewart, receiver Maryland Insurance Com- pany .....	24,366.00
	(November 19, 1888.)	
2178.	David Stewart, and John E. Semmes, receivers Maryland Insurance Co.....	3,550.00
2345.	Alexander Proudfit, adm'r John Proudfit.....	6,951.00
	(May 26, 1892.)	
	(Curtis, Pickett and Earle substituted.)	
336.	John C. Williams, adm'r Edward Durant.....	1,260.00
	(March 7, 1892.)	
	(Curtis, Pickett and Earles substituted.)	
235		
3214.	John N. A. Griswold, trustee United Insurance Company of the City of New York.....	35,280.00
	(November 19, 1888.)	
1865.	Charles Francis Adams, adm'r Peter C. Brooks....	2,700.00
1865.	William Schier, adm'r Nathaniel Fellowes.....	500.00
1865.	William Vernon, adm'r Samuel Brown.....	600.00
	(March 28, 1892.)	
3428.	Stephen R. Rodgers, adm'r Joseph Rogers.....	1,733.33
1808.	Charles Francis Adams, adm'r Peter C. Brooks, assignee Sargent, Bridge and Hubbart... ..	2,000.00
	(December 31, 1888.)	
	(J. Wilson substituted as attorney.)	
3663.	David G. Haskins, adm'r David Greene.....	1,000.00
3663.	Robert Grant, adm'r William H. Boardman.....	400.00
3663.	William S. Carter, adm'r William Smith.....	1,000.00
3663.	Laurence Bond, adm'r Nathan Bond.....	400.00
3663.	John Lowell, Jr. adm'r Tuthill Hubbart.....	500.00
3663.	William Sohler, adm'r Nathaniel Fellowes.....	1,000.00
	(December 31, 1888.)	
	(J. M. Wilson, substituted attorney.)	
931.	Charles Francis Adams, adm'r Peter C. Brooks...	9,900.00
931.	Thomas H. Perkins, adm'r John C. Jones.....	500.00
931.	William Sohler, adm'r Nathaniel Fellowes.....	3,000.00
3648.	John C. Ropes, adm'r Thomas Amory.....	300.00
	(April 23, 1892.)	
505.	Payson and Holbrook.....	6,302.00
249.	Jeffrey & Russell, represented by Charles F. Hunt.	1,000.00

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252.	Tuthill Hubbard, represented by Charles Francis Adams, adm'r Peter C. Brooks.....	500.00
252.	Benjamin Homer, Daniel D. Rogers and David Greene, represented by Charles Francis Adams, adm'r Peter C. Brooks, each \$500..... (December 6, 1886.)	1,500.00
236		
249.	Thomas English, represented by Ebenezer Gay...	500.00
249.	Tuthill Hubbard and William Smith, represented by Charles Francis Adams, Jr., adm'r, Peter C. Brooks, \$1,000 each..... (December 6, 1886.)	2,000.00

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# EXHIBIT A.

Duplicate.

## *The Causten Agency of French Spoliation Claims.*

This agreement, this day made and entered into between John C. Ropes of Boston, in the State of Massachusetts, administrator, *de bonis non* with the will annexed of the estate of Thomas Amory late of Roxbury in said State, and Wm. E. Earle, of Washington, D. C. attorney and counselor at law, witnesseth as follows:

The first party believing that he is entitled to recover for losses by French spoliation, and claims of this class being referred to the Court of Claims; and he having given to the second party a power of attorney, of even date herewith, to collect the same; now, in consideration of the services to be rendered by the second party, the first party hereby agrees to pay him therefor the sum of twenty-five per cent. of such amount, as shall be collected of, for, or on account of said claim, and to advance thereon the sum of two hundred dollars as retainer and to cover all expenses including printing and the taking of testimony, which sum is to be deducted from the twenty-five per cent. above stated when the claim is recovered.

And the second party is to prosecute said claim at his own cost and charge, and without other retainer or advances, and for the compensation herein stipulated he is hereby given a lien on the warrants or drafts for the sum or sums recovered to the extent of twenty-five per cent. above stated.

238      Witness our hands and seals this first day of September, A. D. 1885.

JOHN C. ROPES, *Adm'r.*      [SEAL.]  
WM. E. EARLE.                      [SEAL.]

Received two hundred dollars as retainer on this contract, the same to be deducted from whatever sum may become due the second party thereunder.

WM. E. EARLE.

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Successor to Wm. E. Earle.

Telephone 677.

Cable address ERL.

Law offices of Henry M. Earle, 1417 G street N. W.

WASHINGTON, D. C., *November 22, 1894.*

DEAR SIR: Your letter of even date received. My mother recently qualified as the executrix of the estate of William E. Earle, under a will made 13 years ago. She has given me a full power of attorney, and I have in charge the entire matter.

In relation to the French spoliation claims I have not forgotten my understanding to report to you, and I will have a talk with you or your attorney on the subject in a few days.

Very truly yours,

HENRY M. EARLE.

Thomas E. Waggaman, Esq., Washington, D. C.

240 Whereas heretofore John C. Ropes of Boston, Mass., acting as administrator of the estate of Thomas Amory, entered into a certain contract with William E. Earle, attorney at law, of Washington, D. C., whereby said Earle was to prosecute all and any of the French spoliation claims of said estate; and

Whereas said Earle did perform services under said contract, and was at considerable expense in the prosecution of said claims; and

Whereas said Earle departed this life August 13, 1894, and said estate is desirous that the contract with said Earle looking to the prosecution of said claims be carried out;

Now, therefore, this agreement, this day made and entered into by and between the said John C. Ropes, of Boston aforesaid, as administrator of said estate, party of the first part, and William T. S. Curtis, Theodore J. Pickett, and Henry M. Earle, or the survivor of them, of Washington, D. C., parties of the second part, witnesseth:

That, for the purpose of completing the prosecution of any and all of the French spoliation claims of said estate, the party of the first part, in consideration of services rendered and to be rendered by the parties of the second part, hereby stipulates and agrees that said second parties be substituted in the place and stead of said William E.

241 Earle in the contract heretofore made by and between said estate and said Earle, upon the same terms and conditions as to services to be performed and fee to be paid as in said former contract provided. And the parties of the second part are to continue the prosecution of said claims at their own cost and charge, without further retainer or advances, and for the compensation in said contract stipulated they are given a lien on the warrants or drafts for the sum or sums recovered to the extent as provided in the aforesaid contract with said William E. Earle.



Witness our hands and seals this 24th day of October, 1894.

[SEAL.]

JOHN C. ROPES,

*Administrator de bonis non with the Will Annexed of  
the Estate of Thomas Amory.*

242 EXHIBIT "E." Jan. 10/02. No. 1.

*Agreement.*

This agreement, made this twenty-fourth day of February, in the year 1900, between Henry M. Earle of the city of New York and State of New York, administrator, *d. b. n., c. t. a.* of William E. Earle, deceased of the first part, and John Stewart, David Stewart and the Safe Deposit and Trust Company, administrator of Robert Riddell Brown, John E. Semmes and Frank P. Clark, all of the city of Baltimore and State of Maryland, parties of the second part.

Whereas on the third day of March, eighteen hundred and eighty-six, an agreement was entered into between the said William E. Earle and the parties of the second part, which was modified by another agreement dated the thirteenth day of July, eighteen hundred and ninety-two, between the same parties, copies of which two agreements are in terms as follows:

Agreement of July 13th, 1892.

Whereas on March 3rd, 1886, an agreement was made between William E. Earle of the city of Washington, D. C. of the first part, John Stewart, Robert Riddell Brown and David Stewart of the city of Baltimore, Maryland, of the second part, and Frank P. Clark and John E. Semmes of the same city, of the third part, for the purpose of prosecuting French spoliation claims which at the time they accrued belonged to citizens of Maryland; and

Whereas differences of opinion have arisen between said parties as to the correct construction and interpretation of said agreement; and

243 Whereas all parties moved by a desire to have these differences removed and to reach a just and equitable understanding of their mutual obligations; and to settle all matters of difference which have arisen between them;

Now, therefore, in consideration of the premises and of their mutual obligations and interests in said agreement, it is further stipulated and agreed as follows, to wit:

First. That the terms "fees, compensation" and "commissions" in article 7 of said agreement shall be construed and held to relate solely to those fees, compensation and commissions which have been and shall be recovered from claimants for the prosecution of their claims before the Court of Claims, namely, the 33 $\frac{1}{3}$  % provided for in the agreement where this rate is agreed upon and 25 % in insurance cases and 25 % in such cases where the same was agreed

upon according to the terms of the agreement of March 3rd, 1886, and shall not in any way relate to commissions received when the same are earned as receivers or executors or fees earned where any or either of the parties may be engaged or employed in the distribution of the funds.

Second. That the fixed allowances to the parties in lieu of expenses shall be mutually settled and the difference paid at once, and that such costs of official records or other evidence, clerk's and bailiff's fees, printing of evidence actually paid by the party of the first part, and the expenses of proving identity and survivorship incurred by the parties of the second and third parts shall be mutually settled on presentation of itemized statements thereof.

Third. That the parties of the second and third parts or any of them shall not in anywise be liable for any expenses already  
244 incurred or that shall hereafter be incurred by the party of the first part in passing or endeavoring to pass or secure an appropriation for the payment of any of these claims.

Fourth. The last part of paragraph 6 of said agreement shall not be construed to obligate the party of the first part to continue the employment of Messrs. Shellabarger & Wilson; but he may employ any counsel to aid him as he may deem most desirable and useful, but their compensation is to be paid by him, and there is to be no liability upon the parties of the second and third parts for any portion thereof.

In witness whereof said parties have hereunto set their hands and affixed their seals this thirteenth day of July, A. D. 1892.

_____	_____	[SEAL.]
_____	_____	[SEAL.]
_____	_____	[SEAL.]
_____	_____	[SEAL.]
_____	_____	[SEAL.]
_____	_____	[SEAL.]

Witness to signature of William E. Earle,  
\_\_\_\_\_.

This agreement made this 3rd day of March, 1886, between William E. Earle of the city of Washington, D. C. of the first part, John Stewart, Robert Riddell Brown, and David Stewart of the city of Baltimore, Md., of the second part, and Frank P. Clark and John E. Semmes of the same city of the third part:

Whereas, the parties hereto are all engaged in an effort to gain control of certain claims against the United States, known as French  
245 spoliation claims, and desire to co-operate in securing and prosecuting such claims, and to share the profits arising therefrom.

Now this agreement witnesseth, that in consideration of the premises and of the mutual covenants herein contained, the said party of the first part covenants that he is entitled to the custody and control of the Causten papers; and that he will give all assistance pos-

sible from the said papers in identifying and ascertaining the claimants, and in proving the claims included under this agreement, and for this purpose will allow any one of the parties of the second and third parts or any persons named by them to have always full and free access to said papers, and will bear all expense of indexing and arranging said papers incident to the giving of information contained therein.

Second. That the party of the first part covenants to take charge and control of all claims included under this agreement, and to prosecute the same before the Court of Claims of the United States, or before any of the departments of the United States Government, or before Congress, or before any officer, commissioner, or tribunal especially authorized to take cognizance of said claims, or through any diplomatic negotiations that may be deemed best for the interest of said claimants, and shall bear all charges and every expense that may be incurred in so prosecuting said claims, subject to the provision relating to expenses hereinafter stated.

Third. That the parties of the second and third parts, in consideration of the premises, covenant to use their best efforts to procure from the parties representing the claims included under this  
246 agreement, powers of attorney, and contracts empowering them and the said party of the first part to prosecute and collect said claims, and to bear all expenses of obtaining such contracts, and of proving the right of the claimant in and to such claims, subject to the provision relating to expenses hereinafter stated.

Fourth. That the claims included under this agreement, are those originally owned by residents of Maryland, and that every such claim obtained by the parties hereto in the past, or to be obtained by them in the future, shall be prosecuted by the said party of the first part for the benefit of all parties hereto as hereinafter provided. And that while it shall be the special duty of the parties of the second and third parts to secure claims, and of the party of the first part to prosecute and prove them, all said parties shall mutually assist each other in all respects within their power in obtaining and realizing such claims.

Fifth. That all the claims herein described already secured by any of the parties hereto, shall be prosecuted for the compensation set forth in the contract of employment, but that the regular fee hereafter charged shall be thirty-three and one-third per cent. of the gross amount of the claim as established and paid. That the form of the contract shall be uniform as near as may be; and all contracts and powers of attorney, shall be in the names of the first and in that of one or more of the second and third parties in behalf of all of them.

Sixth. That whenever it shall be found necessary, in order to secure a claim, to divide the fees herein referred to with another or other attorneys, then in all such cases, the amount so paid  
247 shall be deducted from the portion of the fees apportioned to the parties of the second and third parts in article 7 of this

agreement. And it is understood that the said parties of the second and third parts shall have the right, in their discretion, to make such special arrangements as they may desire with attorneys controlling claims, provided that they shall not agree to pay more than their share in any case. But it is provided also that the party of the first part shall not have the right to make any such special arrangement except after communicating with and obtaining the consent of the parties of the second and third parts in each and every case, the purpose of this provision being to afford the parties of the second and third parts full opportunity of securing without any outside agency all claims covered by this agreement. And that the party of the first part shall pay Messrs. Shellabarger & Wilson and all other counsel employed by him to assist in the prosecution and collection of said claims.

Seventh. That all the fees, compensation, and commissions obtained by any of the parties hereto, arising out of any claims secured by them to be prosecuted under this agreement, shall be applied as follows:—

1. To repay each of the parties hereto any expense incurred in behalf of, or in respect to the said claims, but not to repay any part of the personal or general expenses of any of the parties, such as rent, advertising, stationary, employment of agents and attorneys.

2. That to avoid the care and expense of keeping detailed accounts of expenses in presenting and prosecuting these claims, 248 the party of the first part shall be allowed thirty dollars (\$30.) in each case, not requiring more than three petitions.

And in those cases which require more than three petitions six dollars (\$6.) additional for each petition in excess of three to cover the printing of petitions, prayers for facts, brief, and the translating and copying of the Causten records for filing as evidence in the courts. But any official records or other evidence shall be charged at actual cost, the clerks' and bailiffs' fees shall be charged as per actual bill, as also the printing of evidence if that expense is not met by the Government.

And to the second and third parties there shall be allowed in each case seven dollars (\$7.) to cover expenses of obtaining and certifying letters of administration and power of attorney, and of verifying petitions in each case not requiring more than three petitions; and in those cases requiring more than three petitions seventy-five cents additional shall be allowed in each case in excess of three. Should however, the said parties of the second and third parts be subjected to expenses in proving the right of the claimants as provided by section 3rd of this agreement, then in such cases in addition to the above fixed sum they shall be allowed such actual additional expenses as may be so incurred.

3. After the payment of such expenses, to divide the residue of said fees into four equal parts, of which one part shall go to each of the parties of the second and third parts and two to the party of the first part (subject of course, to the provisions of article sixth).

249 Eighth. That the parties hereto mutually agree to deal with no persons respecting the claims covered by this agreement, except in accordance with the letter and spirit of article sixth.

Witness the hands and seals of said parties.

_____	_____	[SEAL.]
_____	_____	[SEAL.]
_____	_____	[SEAL.]
_____	_____	[SEAL.]
_____	_____	[SEAL.]
_____	_____	[SEAL.]

And whereas, the said William E. Earle died on the 13th day of August, eighteen hundred and ninety-four

And whereas, differences have arisen between the said Henry M. Earle, administrator as aforesaid: party of the first part, and the parties of the second part, which are as follows:

(1st.) To what compensation, if any, the parties of the second part are entitled for services claimed to have been rendered by them after the death of the said William E. Earle in securing appropriations, out of the proportion of the fees to which William E. Earle would have been entitled had he lived, in cases where appropriations have been made since the death of the said Earle and which appropriations were secured after his death.

(2nd.) To what proportion of the fees to which William E. Earle would have been entitled had he lived and prosecuted the cases; in cases yet to be prosecuted or to be appropriated for, shall the party of the first part be entitled.

a. In cases where findings have been made by the court and which have been certified up to Congress.

250 b. Where findings have been made by the court, but which have been remanded for further proceedings.

c. In cases which were fully prepared by the said William E. Earle and are ready for argument.

d. In cases which were prepared by the said Earle only so far as the filing of the evidence.

e. In cases where only the petition has been filed.

And in this connection the arbitrators shall decide whether the party of the first part has the right to have some one associated with the parties of the second part in the further prosecution of pending cases, and in the event that they should decide that the party of the first part has this right, then the amount of compensation to be paid to such party shall be borne entirely by the estate of William E. Earle.

The arbitrators shall further decide how much of a certain fund, amounting to twenty-four hundred dollars deposited by the parties of the second part with the said William E. Earle for the purpose of meeting the cost of printing and translations, remain unexpended by him, and when the same is ascertained, the amount so remaining unexpended shall be paid over by the receivers to the parties of

the second part or some one by them authorized to receipt for the same; and there shall remain in the hands of the receivers the sum of eighteen hundred and fifty dollars to meet the same.

Now, this agreement witnesseth:

That all questions hereinbefore enumerated shall be submitted to Henry E. Davis, Esq., and A. S. Worthington, for determination: and their decision upon all questions of fact and law shall be final and conclusive upon all the parties to this agreement; and immediately upon the signing of this agreement, the suit now pending in the supreme court of the District of Columbia, on its equity side, in which Henry M. Earle, administrator, &c., is complainant, and John Stewart and others are defendants, shall be dismissed, and the leave of court having been first obtained all exhibits filed in the said cause, either by the complainant or the defendants, or any of them, shall be withdrawn.

The expenses of this reference shall be borne by the parties hereto in such proportion as the arbitrators deem equitable and just, to be paid out of the amounts awarded the parties respectively.

In testimony whereof we have hereunto set our hands and seals the day and date first above written.

HENRY M. EARLE, [SEAL.]  
Sole Adm'r Est. of Wm. E. Earle, Deceased.

Test: JOHN C. GITTINGS,  
(Witness to sig. of Earle.)

FRANK P. CLARK. [SEAL.]

JOHN E. SEMMES. [SEAL.]

Witness as to F. P. Clark & J. E. Semmes

E. P. HILL.

L. J. STEWART.

EDWARD JONES.

EDWARD JONES.

JOHN STEWART. [SEAL.]  
DAVID STEWART. [SEAL.]  
PHILIP BARTLEY WATTS, [SEAL.]

*Committee of the Person and Estate of George Allison Brown, Who is the Sole Heir and Personal Representative of Robert Riddell Brown.*

SAFE DEPOSIT AND TRUST CO.  
OF BALTO.,

*Adm'r of Rob't Riddell Brown, Dec'd.,*

By JNO. D. MARSHALL, 2 V. P.

Test: J. J. NELLIGAN, Sec'y. [SEAL.]

252 Record of equity cause No. 20409.

*Bill.*

Filed May 1, 1899.

In the Supreme Court of the District of Columbia, Holding an  
Equity Court for said District.

HENRY M. EARLE, Adm'r *c. t. a.* of William  
E. Earle, Complainant,

*vs.*

JOHN STEWART, FRANK P. CLARK, ROBERT  
Riddle Brown, David Stewart, John E.  
Semmes, Jeremiah M. Wilson, Thos. B.  
Chequiere, Adm'r; Jacob B. Sweitzer and  
David Stewart, Adm'rs; Wm. Hall Harris,  
Adm'r; Wm. Hall Harris, Adm'r; Esther  
S. Buchanan, Adm'r; Geo. H. Williams,  
Adm'r; Robert Carter Smith, Adm'r;  
Cumberland D. Hollins, Adm'r; Wm. Don-  
nell, Adm'r; Geo. W. Brown, Adm'r;  
Robert Carter Smith, Adm'r; Esther S.  
Buchanan, Adm'r; Cumberland D. Hol-  
lins, Adm'r; Catherine M. Singleton,  
Adm'r; Geo. H. Williams, Adm'r; Chas.  
J. Bonaparte, Adm'r; David Stewart,  
Adm'r; John M. Carrere and David Stew-  
art, Adm'rs; David M. Stewart, Adm'r;  
Jno. C. Tilgman, Adm'r; Rebecca R.  
Thompson and Elizabeth Y. Thompson,  
Adm'rs; William Donnell, Adm'r; Edw.  
C. Noyes, Adm'r; Cumberland D. Hollins,  
Adm'r; David Stewart, Adm'r; Chas. J.  
Bonaparte, Adm'r; David Stewart, Adm'r;  
Jno. W. Jenkins, Adm'r; David Stewart,  
Adm'r, and Robert Schriver, Adm'r, De-  
fendants.

} Equity. No. 20409.

To the honorable justices of the supreme court of the District of  
Columbia, holding a special term in equity:

Your petitioner, Henry M. Earle, administrator of William E.  
Earle, respectfully represents as follows:

1. That he is a citizen of the United States and a resident of the  
State and city of New York, and files this suit as hereinafter set  
forth.

253        2. That the defendant Jeremiah M. Wilson is a citizen of the United States, and a resident of the District of Columbia, and is sued as hereinafter mentioned; that the defendants John Stewart, Robert Riddle Brown, David Stewart, Frank P. Clark and John E. Semmes are citizens of the United States and residents of the State of Maryland, and are sued as hereinafter stated; that the defendants Thomas B. Chequiere, Jacob B. Sweitzer and David Stewart, William Hall Harris, Esther S. Buchanan, George H. Williams, Robert Carter Smith, Cumberland D. Hollins, William Donnell, George W. Brown, Catherine M. Singleton, Charles J. Bonaparte, John M. Carrere and David Stewart, John C. Tilgman, Rebecca Thompson and Elizabeth Y. Thompson, Edw. C. Noyes, John W. Jenkins and Robert Schriver, are citizens of the United States and residents of the State of Maryland, and are sued as administrators as hereinafter mentioned.

3. That on the — day of March, 1886, the defendants John Stewart, Robert Riddle Brown, David Stewart, Frank P. Clark and John E. Semmes, entered into a certain contract with William E. Earle of the city of Washington, D. C., for the purpose of engaging in and carrying on and prosecuting certain claims against the Government of the United States, known as the "French spoliation claims" and for the purpose of sharing the profits arising therefrom, a copy of which said contract signed by said several defendants is hereto attached and marked "Exhibit H. M. E. No. 1." That said contract is a partnership agreement on the part of the said Earle and the said defendants mentioned aforesaid, to prosecute and carry on certain claims of certain citizens of the State of Maryland. The said defendants mentioned aforesaid were, by said contract,

254        to prosecute the said claims and make such contracts with the claimants as they deemed best, and the said Earle was to represent the said partnership in the city of Washington, and to prosecute the said claims and use certain evidence which the said Earle had acquired for the purpose of prosecuting the said claims. And the said Earle had full power to employ counsel to assist him in his work and was to employ particularly the firm of Shellabarger and Wilson, the said defendant Jeremiah M. Wilson now being the surviving partner of that firm.

4. That after said contract was made as aforesaid, the said parties thereto proceeded to work in accordance therewith and the said defendants, parties to said contract, succeeded in controlling a large number of cases of the citizens of the State of Maryland and that said claims were filed in the Court of Claims of the United States, the said William E. Earle being the attorney of record therein. That prior to entering into said agreement, the said William E. Earle, under a decree of the supreme court of the District of Columbia, in the matter of the estate of James Causten, deceased, had obtained the exclusive custody, control and use — valuable records, evidence and proof relating to the said claims and known as the "Causten papers," the custody of which said papers was a material



inducement to the said contract mentioned aforesaid, were used in all these cases and were essential to the successful prosecution of the said claims, for the mutual benefit of all the parties to said contract, and the Causten representatives were to receive twenty per cent. of the net fee of the said William E. Earle. That the said William E. Earle, furthermore, in compliance with the terms of the sixth section of said contract, employed Messrs. Shellabarger and the defendant Wilson to aid him in the prosecution of the said claims; 255 that he also employed Curtis and Pickett, attorneys at law, who were associated in the office of the said William E. Earle, and who, at the present time, with your complainant, prosecute and carry on such of these claims as have not been fully paid and satisfied.

5. That by the terms of the said contract mentioned aforesaid, there was to be a division of fees derived from all of the cases, prosecuted under said contract. That the several parties were to receive certain amounts for costs in the several cases and that after the payment of such expenses as set out in the contract, the residue of the said fees was to be divided into four equal parts, one part of which was to go to the defendants John Stewart, Robert Riddle Brown, and David Stewart; another part of which was to go to Frank P. Clark and John E. Semmes, and the two remaining parts were to go to William E. Earle; that all of said contracts were, if possible, to be made with the claimants on the basis of one third of the amount reduced to judgments in the said Court of Claims.

6. That a large number of said claims were filed in the Court of Claims of the United States and adjudicated by said court, some of which claims have been fully paid and satisfied, others are to be paid by the appropriation hereinafter mentioned and others still remain in said court to be adjudicated; all of which said claims were duly prosecuted and carried on in accordance with the terms of the agreement mentioned aforesaid.

7. By act of Congress of March 3, 1899, there was appropriated a large sum of money to pay certain claims known as the "French spoliation claims," among which are the claims hereinafter 256 mentioned; that is to say all of the claims herein set out in a tabulated statement as follows:

No. of case.	Name of adm'r.	Amount.
228.	Thomas B. Chequiere.....	\$3,849.16
2337.	Jacob B. Sweitzer and David Stewart .....	12,129.16
1087.	Wm. Hall Harris .....	20,334.16
1088.	Wm. Hall Harris .....	
381.	Esther S. Buchanan .....	11,660.21
4155.	Geo. H. Williams.....	3,464.
1003.	Robert Carter Smith.....	6,738.21
770.	Cumberland D. Hollins .....	4,922.
2011.	William Donnell.....	6,659.99
2008.	Geo. W. Brown .....	4,609.99

2008.	Robert Carter Smith.....	4,809.99
2011.	Esther H. Buchanan.....	25,056.00
2011.	Cumberland D. Hollins.....	7,600.
777.	Catherine M. Singleton .....	1,497.39
2293.	Geo. H. Williams .....	1,583.59
2293.	Chas. J. Bonaparte.....	1,583.59
4879.	David Stewart .....	5,723.18
1850.	Jno. M. Carrere and David Stewart.....	11,744.96
3093.	David M. Stewart .....	3,781.
383.	John C. Tilgman.....	6,024.96
784.	Rebecca R. Thompson and Elizabeth Y. Thomp- son.....	5,597.46
262.	Wm. Donnell.....	1,960.
262.	Edw. C. Noyes.....	980.
262.	Cumberland D. Hollins.....	1,500.
225.	David Stewart .....	980.
262.	Chas. J. Bonaparte .....	980.
262.	David Stewart .....	980.
262.	John W. Jenkins.....	980.
262.	David Stewart .....	490.
262.	Robert Schriver.....	490.

That in said above statement the parties entitled to receive the claimant's shares are the parties set out under the head of administrators and they are the defendants named in this suit, all of them to the best of complainant's knowledge and belief being residents of the State of Maryland.

8. That all of the said above named claims were reduced to judgments prior to the death of the said William E. Earle, which said death occurred on the 13th day of August, A. D. 1894 and  
257 by and through his services and effort and those of the said several attorneys employed by him, in his behalf in pursuance to the terms of said agreement.

9. That soon after the death of William E. Earle, Mary Orr Earle, the then executrix of his estate, entered into a contract with your complainant relative to the continuance of the business of the French spoliation claims in the same manner as it had been conducted by the said William E. Earle; that thereupon your complainant entered into a contract with the said William T. S. Curtis and Theodore J. Pickett, whereby he, with them became the successors of the said William E. Earle in all matters pertaining to said claims, and including those which are the subject of the contract above mentioned between William E. Earle, Stewart and others, except that in the above mentioned cases, your complainant, the said Earle, with Curtis and Pickett, were associated with the firm of Shellabarger and Wilson, and its successor J. M. Wilson, who continued the prosecution and management of these claims in accordance with the contract mentioned aforesaid.

10. That the said Curtis, Pickett and Earle, Shellabarger and

Wilson, Jeremiah M. Wilson the successor of said firm of Shellabarger and Wilson, have frequently conferred with the said Clark and Semmes, defendants, parties to said contract, and who were informed and fully aware of the continuation of the performance of the said contract under the terms thereof; and that said work was proceeded with as far as the said parties to said contract were  
258 concerned, in the same manner as the work had been carried on during the life of the said William E. Earle, without objection and with the concurrence of the parties to said contract.

11. That by the appropriation mentioned aforesaid, the said defendants claimants are entitled to about the sum of \$160,500. and the said parties to said contract aforesaid by virtue of the terms of said contract are entitled to about the sum of \$45,000. to be divided between them in accordance with the provisions of said contract.

12. That said sum of money mentioned aforesaid is to be paid by draft drawn in the name of the claimant and delivered to the attorney of record in said case as the same appears in the Court of Claims of the United States, and that said attorney, by virtue of his agreement with the several claimants, forwards to the said claimant said draft of the United States, there being attached thereto a draft to pay the fees due the attorneys under and by virtue of the contract with the said claimants, and accompanying said drafts there is a direction to the bank on which the same is drawn, that upon payment of the draft for fees, the draft of the United States be delivered to the claimant. That in the Court of Claims of the United States there appears of record in the cases set out in this bill, the name of William E. Earle, who has since died and the name of Jeremiah M. Wilson, the successor of the firm of Shellabarger and Wilson, the said Wilson being entitled to a certain per cent. of the said claims contingent on the payment thereof, by virtue of a contract made between Shellabarger and Wilson and William E. Earle, in compliance with the terms of the contract between the said Earle and the defendants parties to said contract.

13. That your complainant is informed and being informed,  
259 believes, that the said parties, defendants to the contract, have entered a protest with the clerk of the Court of Claims against the entry of the appearance of the said Jeremiah M. Wilson, and they are about to enter their appearance in order to get possession of the drafts and defeat the rights of your complainant under the said contract; that they thereby are attempting to render null and void said agreement mentioned aforesaid and to have delivered to them the United States drafts in payment of the claims which are the subject of the said agreement, in this way procuring for themselves all the fees due and payable therefrom, greatly to the loss of your petitioner, who is further, nevertheless liable for certain costs and expenses pertaining to the prosecution of these claims and the remuneration of the said attorneys employed by said Earle under the terms of said agreement.

14. Your complainant avers that if the said defendants, parties

to said contract, accomplish what they desire to do, they will deprive your complainant of the share due the estate of the said William E. Earle, and that that estate may be subjected to the payment of the contingent amount due the Causten heirs and Jeremiah M. Wilson, and that said drafts, if delivered as desired by the said defendants parties to the said contract will be carried out of the jurisdiction of this honorable court and distributed to divers persons without any regard to the rights of your complainant, and that your complainant is without remedy other than in this honorable court.

Wherefore the premises considered your complainant prays:

260 1. That a writ of subpoena may be issued to the defendants

John Stewart, Frank P. Clark, Robert Riddle Brown, David Stewart, John E. Semmes, Jeremiah M. Wilson, Thos. B. Chequiere, Jacob B. Sweitzer and David Stewart, William Hall Harris, Esther S. Buchanan, George H. Williams, Robert Carter Smith, Cumberland D. Hollins, William Donnell, Geo. W. Brown, Catherine M. Singleton, Chas. J. Bonaparte, John M. Carrere and David Stewart, David M. Stewart, John C. Tilgman, Rebecca R. Thompson, and Elizabeth Y. Thompson, Edward C. Noyes, Jno. W. Jenkins and Robert Schiver, commanding them to appear in this honorable court and answer the exigencies of this bill.

2. That the said defendants, John Stewart, Robert Riddle Brown, David Stewart, Frank P. Clark and John E. Semmes, and any of them, be and they are hereby enjoined from entering their appearance in the Court of Claims of the United States, in any of the cases hereinbefore referred to in this bill, or in any of the cases that are the subject of the agreement made between them and the said William E. Earle.

3. That the defendants John Stewart, Robert Riddle Brown, David Stewart, Frank P. Clark, and John E. Semmes, their agents or representatives, be enjoined from receiving any of the said drafts that are drawn by virtue of the said act of Congress mentioned aforesaid, to pay any of the several claims hereinbefore set forth; said claims being judgments of the Court of Claims in the said cases hereinbefore described.

4. That this honorable court appoint a receiver whose duty it shall be to receive the said drafts drawn on the Treasurer of the  
261 United States to pay the claims of the several defendants hereinbefore mentioned, and that said receiver be expressly authorized to act in the place, and instead of the attorneys mentioned in the several contracts with the defendant claimants and that upon presentation of the several contracts, or a certified copy thereof, mentioned aforesaid, the said receiver shall have full power and authority to forward the said drafts to the claimants in the manner mentioned in this bill, and shall retain only the amount due of the fee in each case respectively.

5. That the said defendants, John Stewart, Robert Riddle Brown, David Stewart, Frank P. Clark, and John E. Semmes, discover and set forth each and every contract or agreement that they may have

with the claimant defendants, and such other papers as they may have as relate to the subject matter of this bill.

6. That after the settlement of the claims of the several claimants or after the deduction of the fees due the attorneys, this case may be referred to the auditor of the court to fully state the account between the parties to said contract, or to fully state the amount due any of the claimant defendants herein, should there be dispute as to that amount.

7. That your complainant may have such other and further relief as the nature of his case may require.

HENRY M. EARLE.

D. W. BAKER,  
JNO. C. GITTINGS,  
*Solicitors for Complainant.*

262 STATE OF NEW YORK, }  
State and County of New York, } ss :

I, Henry M. Earle, being duly sworn, depose and say : That I am the administrator of the estate of the late William E. Earle, and that I have read the foregoing bill by me subscribed and know the contents thereof; that the facts therein stated of my own knowledge are true and that those stated on information and belief I believe to be true.

HENRY M. EARLE.

Subscribed and sworn to before me this 1st day of April, 1899.

HENRY C. QUINBY,  
# 7, *Notary Public, New York County.*

STATE OF NEW YORK, }  
County of New York, } ss :

I, William Sohmer, clerk of the county of New York, and also clerk of the supreme court for the said county, the same being a court of record, do hereby certify, that Henry C. Quinby, before whom the annexed deposition was taken, was, at the time of taking the same, a notary public of New York, dwelling in said [SEAL.] county, duly appointed and sworn and authorized to administer oaths to be used in any court in said State, and for general purposes; that I am well acquainted with the handwriting of said notary, and that his signature thereto is genuine, as I verily believe.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said court and county, the 3 day of April, 1899.

(I. R. stamp)

WM. SOHMER, *Clerk.*

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*Injunction, &c.*

Filed May 1, 1899.

In the Supreme Court of the District of Columbia, Holding an  
Equity Court for said District.

HENRY M. EARLE, Adm'r c. t. a. of William E. Earle, Complainant, vs. JOHN STEWART ET AL., Defendants.	}	Equity. No. 20409.
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Upon consideration of the bill filed in the above entitled cause, it is by the court, this 1st day of May, A. D. 1899, ordered, adjudged and decreed that the defendants—John Stewart, Frank P. Clark, Robert Riddle Brown, David Stewart, and John E. Semmes, be, and they are hereby restrained and enjoined from entering their appearance in the Court of Claims in any cases included in their contract with William E. Earle, deceased; and they are further enjoined from receiving any drafts or proper vouchers issued to pay certain judgments of the Court of Claims set out in said bill, to wit—judgments in cases numbered 228, 2337, 1087, 1088, 381, 4155, 1003, 770, 2011, 2008, 777, 2293, 4879, 1850, 3093, 383, 784, 262 and 225; and it is further ordered that said defendants and the defendant Jeremiah M. Wilson show cause on or before the 8th. day of May, A. D. 1899 why a receiver should not be appointed to receive said drafts, and act in the place and stead of the said attorneys mentioned in said bill aforesaid.

CHAS. C. COLE,  
*Asso. Justice.*

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*Answer of John E. Semmes et al.*

Filed May 11, 1899.

In the Supreme Court of the District of Columbia, Holding an  
Equity Court for said District.

HENRY M. EARLE, Adm. c. t. a. of Wm. E. Earle, Complainant, vs. JOHN STEWART ET AL., Defendant.	}	No. 20409.
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To the honorable the judges of the said court:

The separate answer of John E. Semmes and Frank P. Clark respectfully shows:

1. Your respondents admit the allegations of the first clause of the said bill.

2. Your respondents admit the allegations of the second clause of the said bill so far as they apply to defendants Jeremiah M. Wilson, John Stewart, David Stewart, Frank P. Clark, John E. Semmes, Thomas B. Gheguiere, William Hall Harris, Esther S. Buchanan, Robert Carter Smith, Charles J. Bonaparte, Rebecca Thompson, Elizabeth Y. Thompson, Edward C. Noyes, John W. Jenkins and Robert Shriver, but your respondents allege that the following defendants named therein are deceased, Robert Riddle Brown, George H. Williams, Cumberland D. Hollins, William Donnell, George W. Brown, Catherine M. Singleton, John M. Carrere and John C. Tilghman.

3. Your respondents admit that they together with John and David Stewart and Robert Riddle Brown on or about the third day of March, 1886, entered into an agreement with William E. Earle, but as they have not been able to see the alleged copy thereof  
265 filed with the bill of complaint they herewith file a correct copy marked J. E. S. and F. P. C. Exhibit 1, which they pray may be read as part of this answer and they also file a copy of a supplemental agreement between the same parties and relating to the same subject matter marked J. E. S. and F. P. C. Exhibit 2, and which they pray may be read as part of this answer. Your respondents deny that the said agreements in any way establish partnership relations between your respondents and the said William E. Earle, but allege that they are in the usual form of agreement between counsel who undertake to jointly prosecute claims for a common client and their only legal effect is to fix the terms of such common undertaking. Your respondents do not deny that the said Earle had full power to employ such assistant counsel as he might see fit, but your respondents expressly deny that the mention of the names of Messrs. Shellabarger and Wilson in the said agreements justifies any implication that your respondents had anything to do with their employment, the fact is that before the agreement of March 3rd, 1886 was entered into the said Earle stated to your respondents that he proposed employing Messrs. Shellabarger & Wilson to assist him in the argument of the main questions involved in the prosecution of the claims, and this reference to such employment in this agreement was to put at rest any question as to your respondents' liability for their fees, all of which fully appears in clause four of the supplemental agreement Exhibit J. E. S. and F. P. C. 2. William E. Earle subsequently said to your respondents that he had paid Messrs. Shellabarger & Wilson in full.

4. Your respondents admit that after the contract of March  
266 third, 1886, was executed they "proceeded to work" in accordance therewith, but your respondents aver that a very large proportion of the claims to which the said agreement was intended to apply had been placed in their hands long before the date of the same, though many were entrusted to them after that date. Your respondents admit that the said William E. Earle under an order of the proper court had secured possession of the papers known as



the "Causten papers" and that the same were valuable in supplying testimony in proof of claims and that this was not only "a material inducement" but that it was the sole inducement to your respondents to enter into the said agreement, but your respondents do not admit the allegation that they "were used" *i. e.*, the "Causten papers" in all these cases and were essential to the successful prosecution of the said claims, but they distinctly deny the same and allege that very many of the said claims were established by documentary evidence furnished the said Earle by your respondents and their associates and especially the Baltimore, Maryland and Marine Insurance Company's papers which papers were in the possession of John E. Semmes and David Stewart, as receivers of said companies and were placed in the said Earle's possession by the said receivers, and although demand has been made for the return of the same, said demand has never been complied with.

Your respondents believe the statement to be true that said Earle was to pay the Causten estate 20 % of his net fees, but they deny that they are in any manner concerned therewith. They are advised,

267 however, that no money whatever was paid to the said Causten estate out of the fees collected by the said Earle, which fees he received out of the appropriation made in 1891, to pay certain findings of the Court of Claims; and they are further advised that, under the terms of the contract under which the said William E. Earle secured possession of the said papers, the right to the possession of the same was terminated by the death of the said Earle, and that neither the petitioner nor any of the parties named are in a position to assume the right to carry out or perform the obligations of the said Earle under his contract with Frank P. Clark, and others, by reason of the fact that they are not legally in possession of the said papers. In addition to the said reason, your petitioners assert that under the circumstances no other or different person can be substituted for the said William E. Earle to perform his contract with Frank P. Clark and others, and that under no circumstances can a receiver be appointed to carry out or discharge his duties.

Your respondents admit that the said William E. Earle employed Messrs. Curtis and Pickett to aid him, and know they rendered him most material service, but they deny that they were ever or are now concerned with their said employment, or that any contractual relations have ever existed between themselves and these gentlemen, and they further aver that they know nothing about any agreement that may have been made between these gentlemen and the said complainant, and that they are not concerned therewith; and your respondents distinctly deny that said complainant acting as administrator of William E. Earle or otherwise, has any interest whatever

268 in said agreements between these respondents and their associates and the said William E. Earle except to a claim for such sum or sums of money which the estate of William E. Earle would be entitled to as a *quantum meruit* earned by the said William E. Earle up to the date of his death, which amount your



respondents are not only willing but most desirous to pay, if ascertained by any fair means and upon receipt by them of the fee to be paid; that as a matter of fact, just prior to the service of notice of this suit, on the same day, one of your respondents, John E. Semmes, had attended a meeting at the office of Samuel Maddox, and had there presented a proposal written agreement, a copy of which is herewith filed and marked J. E. S. and F. P. C. Exhibit 3., by the terms of which agreement it was proposed that, when your respondents should collect the fees as agreed upon, they would pay 5% of the same, the amount agreed upon to be paid by William E. Earle to Messrs. Shellabarger and Wilson to Mr. Wilson, the surviving member of the firm, upon the approval of the estate of William E. Earle, and that the balance of the entire fee to which William E. Earle would have been entitled, if he had completed his contract, should be deposited in some trust company in the name of arbitrators, to be agreed upon by the Earle estate, and your petitioners, with the exception of the sum of \$2000.00 which it was claimed by your petitioners, was the balance of cash actually advanced to the said William E. Earle for specific purposes and not so expended by him; and it was further agreed that the arbitrators should have the power to arbitrate all questions including the claim of \$2000.00. One of the counsel who signed the petition in this case,

269 had in his possession a copy of this proposition, and on the same day after the said proposition had been declined, an argument was had in the Court of Claims on a motion to determine who should be made attorney of record in the cases there pending; that at the hearing of the said motion W. D. Baker participated in the argument, and that a proposition was made in open court, that, if the written agreement heretofore referred to was not satisfactory, your respondent would give a bond in double the amount of money claimed to be due the said William E. Earle, and those claiming under him; at the suggestion of the Hon. J. M. Wilson, the court allowed a period of forty-eight hours in order to enable the parties to settle their differences, which time the Hon. J. M. Wilson assured the court, would, in his opinion, bring about an amicable settlement; as your petitioners walked from the court room they were served with the subpoena in this case. The said D. W. Baker though taking part in this discussion did not see fit to disclose to the court or counsel that this suit was pending or that the sheriff was waiting outside the court-room to serve subpoenas of this court upon his associate and opposing counsel as soon as they might leave the room.

5. Your respondents admit that the allegations of this clause of the bill are substantially correct but they refer to the agreement (J. E. S. and F. P. C. Exhibit 1) for its precise terms, as modified by J. E. S. and F. P. C. Exh. 2.

6. Your respondents admit that a number but not a "large number" of said claims have been adjudicated, and that some have been

270 paid, and that others are to be paid under the appropriation act of March 3rd, 1899, and that others remain still to be tried, and that so far as they were prosecuted by the said William E. Earle it was done in accordance with the agreements hereinbefore mentioned, but your respondents aver that, in every case where they have been appropriated and paid, the Treasury warrants were delivered either to one of your respondents or to William E. Earle and by him to one of your respondents.

7. Your respondents admit that the enumeration of awards as set forth in the 7th clause of the bill are correct except as to No. 1,003—Robert Carter Smith, this should be \$6,738 21/100 instead of \$56,738 21/100 as stated in the bill, and that the various administrators therein named are the parties entitled to receive the Treasury warrants when issued.

8. That the several claims were reduced to judgments by William E. Earle, your respondent knows nothing about the nature of the service rendered him by counsel whom he employed for that purpose.

9. Your respondents know nothing about the allegations in the 9th clause of the said bill and if the complainant deems them material to his case he is hereby called upon to fully establish them by proof, your respondents however deny, whether they be true or not, that they are at all concerned therein, they insist that the agreements between themselves and their associates and the said William E. Earle terminated at his death, and that his executrix acquired no rights thereunder, and that if she under-took to make any contracts with the complainant or any one else whereby she sought to confer  
271 any rights or powers touching any claims represented by your respondents and their associates, except to collect any monies that might be ascertained to be due the estate of the said William E. Earle at the time of his death, such contracts are utterly null and void.

10. Your respondents utterly deny the allegations of the 10th clause of the said bill; so far from the same being true your respondents cannot recall a single interview with Messrs. Shellabarger & Wilson or either of them since the death of William E. Earle until the controversy about the right to be substituted as attorney of record began and though they and especially respondent Clark have had many interviews with W. T. S. Curtis and T. J. Pickett they have on all occasions dealt with them as attorneys having a common cause, never suspecting that they claimed the right to represent respondents' clients in any way, and every word spoken and every act done must have given them to understand that respondents treated the agreements with William E. Earle as terminated by his death and that they proposed taking the cases where Earle left them and prosecuting them to a finish; the statement that "Clark and Semmes, defendants, were informed and fully aware of the continuation of the performance of the said contract under the terms thereof; and that said work was proceeded with as far as the said parties to said con-

tract were concerned, in the same manner as the work had been carried on during the life of the said William E. Earle, without objection and with the concurrence of the parties to said contract" is untrue.

11. That the amounts stated in the 11th clause of the said bill as payable to the sundry administrators represented by your respondents is substantially true, but the amount coming to the estate  
272 of Wm. E. Earle can only be ascertained by determining what is a fair *quantum meruit* for the services which he rendered up to the time of his death which must be diminished by so much of the \$2200 advanced as was not expended for the purposes for which it was so advanced.

12. Your respondents deny the allegations of the 12th clause of the said bill, the practice is this; the Treasury warrant is handed to the attorney of record, *drawn to the order of the administrator*, and by the latter cashed and the amount disbursed under the order of the orphans' court of Baltimore city, and no fee can be paid out of the fund either to the complainant or to the respondents except by the order of that court. It is not true in the manner stated "that in the Court of Claims of the United States there appears of record in the cases set out in this bill, the name of William E. Earle, who has since died and the name of Jeremiah M. Wilson," the truth is this, every petition in every case is signed by William E. Earle and by both or one of the other of the respondents or their associates, as co-attorneys for the plaintiffs, and the name of Jeremiah M. Wilson only appears, when it appears at all (it does not appear in some cases) signed to a "brief" or a "statement of facts" or other pleading, your respondents do not deny that the said Wilson appeared as counsel in many of the cases, possibly in all of them, but they do state that where his name appears it is only as the associate of Earle by whom he was employed, all of this however better appears from one of the petitions which is filed herewith marked J. E. S. and F. P. C., Exhibit 4.

13. Your respondents indignantly deny the allegations of clause  
273 13 of the said bill that "they are about to enter their appearance" in the Court of Claims "in order to get possession of the drafts and defeat the rights of your complainant," they have filed their motion in that court to be substituted as "attorney of record" which is required by the rules of that court, and as is their right and duty to their clients to do, in order to obtain the so-called "next of kin certificates," which they take to the Treasury Department and from it obtain the warrant to pay the claim, which in every case is drawn to the order of the administrator, as has been stated in clause twelve, of this answer.

Your respondents further aver that in any case, it is necessary to have the power of attorney from the claimant in order to entitle the attorney of record to receive the warrant, and that, as already stated, these warrants are made payable to the claimant, and that the allowance of the fee and the payment of the same are made under the

direction of the orphans' court of Baltimore city, and that it would be a great injustice and hardship upon the claimants to tie up or interfere with the collection of the money due to them from the Government, by reason of any disagreement in the division of the fees, as set out, and that it would be a hardship to bring them into court, as is proposed to be done by these proceedings, it being perfectly apparent to the court that the estate of William E. Earle cannot suffer by reason of the collection of the fees by your respondents, they having agreed to protect the said estate by a satisfactory bond.

14. Your respondents deny the allegations of the fourteenth clause of said bill, and repeat as they have already stated, that they  
274 are prepared to furnish a bond with the Fidelity and Deposit Company of Maryland, or some other equally responsible trust Co. as surety, which has an office in the city of Washington, to the amount of any sum, which the court may decide to be sufficient for the protection of the complainant, to make good to him or to any one claiming under him, any amount that he may be able to establish as due his estate by your respondents, or any of the defendants in this cause who are represented by them.

And your respondents move for an order dissolving the restraining order heretofore passed by this honorable court in this cause, and pray that the prayer for a receiver be rejected, and that the bill be dismissed.

FRANK P. CLARK.  
JOHN E. SEMMES.

BALTIMORE CITY, }  
State of Maryland. }

Personally appeared before me a notary public in and for the State of Maryland, John E. Semmes and Frank P. Clark, and made oath in due form under law, that the matters and things set forth in the foregoing answer are true to the best of their knowledge and belief.

Witness my hand and official seal on the sixth day of May, eighteen hundred and ninety-nine.

[SEAL.]

WM. H. JONES,  
Notary Public.

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*Answer of Def't J. M. Wilson.*

Filed May 12, 1899.

In the Supreme Court of the District of Columbia.

HENRY M. EARLE, Administrator, Com-plainant,	} In Equity. No. 20409.
vs.	
JOHN STEWART ET AL., Defendants.	

The defendant, Jeremiah M. Wilson, for answer to so much and such parts of the bill of complaint on the above entitled cause as he is advised it is material for him to make answer, unto, answering says:

1-2. He is willing to admit that the residences of the parties to this suit are as set forth in the first and second paragraphs of the bill.

3. He admits the execution of the contract between William E. Earle, the complainant's intestate, and the defendants John Stewart, Robert Riddle Brown, David Stewart, Frank P. Clark and John Semmes, for the prosecution of the "French spoliation claims," as set forth in the third paragraph, and believes "Exhibit H. M. E. No. 1," to be a correct copy of the said contract. He further admits that he is the surviving partner of the firm of Shellabarger and Wilson, which firm the said Earle was authorized to employ in the prosecution of the said claims, as alleged.

4. It is true, as alleged in the fourth paragraph of the bill, that the parties to the said contract, after its execution, proceeded  
276 under it and succeeded in acquiring a large number of "French spoliation claims" from the State of Maryland, which claims were duly filed in the Court of Claims of the United States, the said William E. Earle appearing as attorney of record therein, and that prior to the execution of the said contract the said William E. Earle had obtained the exclusive custody, access to, and control of the "Causten papers" which were important to the successful prosecution of the said claims, and which, relying upon the said contract, the said Earle thereafter furnished and caused to be used in aid of the cases prosecuted under the said agreement as aforesaid, and for which the personal representatives of James Causten were to be compensated as averred in the fourth paragraph.

It is also true that the said Earle, in compliance with the terms of the said contract, employed Samuel Shellabarger and this defendant, who composed the firm of Shellabarger and Wilson, by a written contract in that behalf, a copy of which is hereto annexed and made a part hereof marked Exhibit 1, to aid in the prosecution of these claims, and he is informed and believes that the said

Earle employed Messrs. Curtiss and Pickett, attorneys at law in the prosecution of the said claims and who thenceforward continued in their prosecution. Said contract with Shellabarger and Wilson has been by them in all things faithfully kept and performed, and is still in full force.

5-6. He believes that the fifth paragraph of the bill correctly summarizes the provisions of the said contract in regard to fees, costs and expenses, and that a large number of the said claims  
277 were adjudicated, some of which have been fully paid, others of which are to be paid by the appropriation act referred to in the bill, while still other claims remain to be adjudicated; all of which said claims were duly prosecuted in accordance with the terms of the said contract, as alleged in the sixth paragraph of the bill.

7-8. He admits that the claims of all the persons enumerated in the seventh paragraph of the bill were reduced to judgment prior to the death of the said William E. Earle, which occurred on the 13th day of August, 1894, that these judgments were obtained by and through the services and exertions of the said William E. Earle, and by the services and efforts of the said several attorneys associated with him in their prosecution, under the terms of the said contract, and that Congress by its act of March 3rd, 1889, made an appropriation for the payment of the said claims, as set forth in the seventh paragraph of the bill.

He admits that after the death of William E. Earle, the further prosecution of the French spoliation claims was arranged for by and between his executrix, the complainant and the said William T. S. Curtis and Theodore J. Pickett, and that this defendant's said firm of Shellabarger and Wilson, and that this defendant as its survivor, continued in the prosecution and management of the claims in accordance with the terms of their said contract; the labor of prosecuting and managing these claims was proceeded with by this defendant and the said attorneys, Curtis and Pickett, associated in their prosecution, in the same manner as it had been done during the  
278 life of the said William E. Earle.

11-12. He believes it to be true that the aggregate amount of the appropriation for the claims enumerated in the bill is \$160,500.00, and that the parties to the said contracts, are by virtue thereof, entitled to the sum of \$45,000.00, approximately, for division among themselves in accordance with their provisions; that the said money is to be paid by drafts drawn in the name of the claimant and delivered to the attorney of record in the case, as the same appears in the Court of Claims of the United States, and that the usual course of collection is for the said attorney to forward the said draft to the said claimants respectively, with a draft attached for the payment of the fees dues to the attorneys, as set forth in the twelfth paragraph of the bill. He further admits that the late William E. Earle appeared as the attorney of record in the said claims in the Court of Claims; this defendant and his late partner,

appeared with the said Earle on the record, as attorneys in said cause and aided in the preparation and trial thereof.

13-14. He admits it to be true that the parties to the said contract with William E. Earle have entered a formal objection in the Court of Claims against the entry of the appearance of this defendant as the attorney of record in the said cases, and are seeking to be recognized by said Court of Claims as attorneys of record in said cases to the exclusion of this defendant, and he avers the fact to be, that if

the said defendants do so enter their appearances, it will be  
279 their first appearance in the Court of Claims, in the cases now in question, except that their names were signed to the original petition; all the professional labor in the said court having been performed by the said William E. Earle and this defendant and his said partner, assisted by the said Curtis and Pickett; and he also admits, that if the said defendants shall proceed with their said purpose, and succeed therein, they will thereby be enabled to get possession of the drafts to be issued in payment of the claims aforesaid, and to control the disposition of the moneys arising therefrom, and to deprive all the parties interested, other than themselves of such lien as they may be entitled to by reason of services rendered as attorneys in the prosecution of said claims.

This defendant admits that if the said drafts pass into the control of the said parties defendant, other than this respondent, the same and the moneys arising therefrom, will be removed from the jurisdiction of this court.

Further answering, this defendant says, that under and by virtue of the contract and agreement, entered into between the said William E. Earle, deceased, and the said firm of Shellabarger and Wilson, in said bill of complaint referred to, he, as surviving partner of said firm, is entitled to have, out of the moneys to be paid as aforesaid, the sum of about eight thousand dollars (\$8,000.00).

JEREMIAH M. WILSON.

I, Jeremiah M. Wilson, on oath say that I have read the foregoing answer by me subscribed, and know the contents thereof; that the  
280 matters and things therein set forth upon my personal knowledge are true, and that those set forth upon information and belief, I believe to be true.

JEREMIAH M. WILSON.

Subscribed and sworn to, before me, this 12th day of May, A. D. 1899.

J. R. YOUNG, *Clerk*,  
By N. C. DOWNS,  
*Ass't Clerk*.



## EXHIBIT 1.

An agreement made this 4th day of May, 1886, between William E. Earle of the first part, and Shellabarger and Wilson of the second part, both parties of Washington, D. C., witnesseth:

That the said party of the first part hereby employs the said party of the second part as attorneys and counsel to aid in the prosecution in the Court of Claims, of the claims against the United States, being prosecuted under the act approved on the 20th day of January, 1885, and which claims are commonly known as French spoliation claims, a schedule of which claims in which said employment *in* hereby made, is hereunto attached and made a part of this contract, marked Schedule A, and such other claims as the original owners residing in the State of Maryland and the first party shall be interested in along with John and David Stewart, and Clark and Semmes.

Said employment is made upon the following terms:

281 That the said second party is to render in the prosecution of said claims, to the best of their ability, their proper and lawful professional services in the said court, and also, if need be, before any committee of either House of Congress, and are to consult, confer and advise with the party of the first part concerning the questions involved, and to aid in the preparation of the briefs in the cases, and the first party agrees to pay to the second party in compensation for said services a sum equal to five (5) per cent. of all that shall be collected and paid by the United States upon said several and respective claims named in the said schedule.

In witness whereof the said parties have hereunto set their hands and seals this 4th day of May, A. D. 1886.

(Signed) WILLIAM E. EARLE.

(Signed) SHELLABARGER & WILSON. [SEAL.]

(Here follows schedule of cases.)

282 *Petition of Thos. E. Waggaman.*

Filed June 2, 1899.

Supreme Court of the District of Columbia.

HENRY M. EARLE, Adm., &c.,	}	Equity. No. 20409.
vs.		
JOHN STEWART ET AL.		

To the supreme court of the District of Columbia, holding an equity court for said District:

The petition of Thomas E. Waggaman, of the District of Columbia, respectfully represents.

1. That by decree duly passed by the supreme court of the District



of Columbia, holding a special term for orphans' court business he was appointed administrator *de bonis non*, with the will annexed of James H. Causten, deceased, and having qualified by giving the bond required, received letters as such.

2. The principal assets of said estate consisted of papers, valuable for use as evidence and in connection with the French spoliation claims, and by an order of said special term petitioner made a contract with William E. Earle of said District for the possession and use of said papers, a copy of which marked Exhibit A is annexed as a part hereof, the date whereof is June 12, 1885.

3. Under the terms of said contract, petitioner, as the representative of said Causten estate, has a large interest in the sum claimed by the complainant herein as administrator of said William E. Earle.

283 4. The contract referred to in the bill between said William E. Earle and the defendants John Stewart, *et al.*, of March 3, 1886, a copy whereof is filed as Complainant's Exhibit No. 1, refers to the custody and control of said papers by said William E. Earle and provides for their use as evidence in the cases referred to in said agreement, and petitioner is informed and believes and avers that the existence of said contract between him and said Earle was known, not only by record notice, but as a matter of fact, to all the parties to said contract of March 3, 1886.

5. Petitioner has not as yet received any payment under his contract, either from said Earle in his lifetime, or from said administrator, although said Earle received a large sum in fees, of which petitioner was entitled to the share provided for in said contract of June 12, 1885.

6. Petitioner is advised and avers that it is his right to become a party to this suit and to have the sum due him under said contract ascertained in this cause, and paid out of the fund due said William E. Earle's estate; that his intervention herein will prevent other suits, will preserve the fund intact until petitioner's rights are ascertained, and will enable the court, in the one cause, to settle all claims upon said fund.

Wherefore petitioner prays as follows:

1. That he may be made party defendant hereto, with leave to file an answer and cross bill, if so advised.

2. That the share of said Earle in said fund may be ordered to remain in the hands of receivers appointed or to be appointed in this cause, until the rights of petitioner therein shall be ascertained and decreed.

284 3. That upon the ascertainment of petitioner's interest as aforesaid, his share of said fund under his contract, may be paid to him.

4. That the complainant herein and the parties to said contract of March 3, 1886 may be restrained from receiving or disposing of any part of said Earle's share of said fund until petitioner's rights therein are ascertained and the money due him paid.

5. That petitioner may have such other relief as the case may require.

THOS. E. WAGGAMAN.

IRVING WILLIAMSON,  
*Sol'r. for Petitioner.*

DISTRICT OF COLUMBIA, ss:

I, Thomas E. Waggaman do solemnly swear that I have heard read the foregoing petition by me subscribed, and know the contents thereof, and that the facts therein stated upon my personal knowledge are true, and those therein stated upon information and belief, I believe to be true.

THOS. E. WAGGAMAN.

Subscribed and sworn to before me this 1st day of June, 1899.

CHAS. S. DRURY,  
*Notary Public, D. C.*

[SEAL.]

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*Order Appointing Receiver.*

Filed June 3, 1899.

In the Supreme Court of the District of Columbia.

HENRY M. EARLE, Administrator, etc.,	} Equity. No. 20409.
vs.	
JOHN STEWART ET AL.	

This cause coming on to be heard on the bill, answer and motion to dissolve the restraining order heretofore granted, and the further motion to grant the prayer of the bill, asking for receivers to be appointed to take charge of the certain drafts to be issued as mentioned in the said bill, and, after argument by the solicitors for the respective parties, it is by the court this 3d. day of June, 1899 adjudged, ordered and decreed, that the restraining order heretofore granted, restraining and enjoining, John Stewart, David Stewart, John E. Semmes and Frank P. Clark, from entering their appearance in the Court of Claims in any cases included in their contracts with William E. Earle, deceased, is hereby dissolved; it is further ordered and decreed that so much of the said restraining order as restrains and enjoins any of the defendants from receiving any drafts or warrants issued by the Treasury Department to pay the awards in cases Nos. 228, 2337, 1087, 1088, 381, 4155, 1003, 770, 2111, 2008, 2011, 777, 2293, 4879, 1850, 3093, 383, 784, 262 and 225, is continued in force.

It is further ordered, adjudged and decreed, that the defendants, Frank P. Clark and Jeremiah Wilson, be, and they are hereby ap-

pointed receivers of this court, with full power and authority to demand, receive and receipt for all drafts that may be issued  
 286 and moneys that may be paid by the United States in payment of appropriations made by the Congress of the United States, in the cases above mentioned, and to execute all receipts and acquittances that may be necessary for the purpose of procuring the delivery to them of such drafts, warrants or moneys; and with full power and authority to the said receivers upon the collection of the said moneys to pay to the respective claimants, without delay or further proceeding in, or further order of this court, the amount due to the said claimants on account of their several claims, after deducting therefrom such fees as may be properly due and payable.

And it is further ordered that said receivers act without bond and without compensation but to be allowed any legitimate expenses that may be incurred by them in the performance of their duties as receivers.

CHAS. C. COLE,  
*Asso. Justice.*

*Replication.*

Filed July 12, 1899.

In the Supreme Court of the District of Columbia.

HENRY M. EARLE, Administrator <i>c. t. a.</i> ,	} Equity. No. 20409.
<i>vs.</i>	
JOHN STUART ET AL.	

The complainant hereby joins issue with the defendants on the answer filed by them.

D. W. BAKER,  
 JOHN C. GITTINGS,  
*Sol'rs for Complainant.*

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*Petition of Frank P. Clark.*

Filed October 16, 1899.

In the Supreme Court of the District of Columbia.

HENRY M. EARLE, Adm'r <i>c. t. a.</i> ,	} In Equity. No. 20409.
<i>vs.</i>	
JOHN STEWART ET ALS.	

To the honorable the judge of said court:

The petition of Frank P. Clark, John E. Semmes, John and David Stewart and the Safe Deposit and Trust Company of Baltimore, administrator of Robert Riddle Brown, respectfully shows:

1. That this suit has been instituted for the purpose of having ascertained and determined the rights of the parties thereto to a certain fund now in the hands of Jeremiah M. Wilson and Frank P. Clark,

who, by an order of this court, passed on the 3rd day of June 1899, were appointed in this cause receivers *pendente lite*.

2. That the said fund consists of fees paid over to the said receivers for the joint account of the complainant and your petitioners and in the following cases and for the amounts as follows:

On the claim of John Hillen's	estate.....	326.66
" " " " William Patterson's	" .....	4756.45
" " " " John Carrere's	" .....	3914.98
On the claim of William Van Wyck's	estate.....	2008.32
288 " " " " Joseph Young's	" .....	1865.82
" " " " Samuel Williams'	" .....	527.86
On the claim of John Hollins'	estate.....	4174.00
" " " " Cumberland Dugan's	" .....	500.00
" " " " Samuel Smith's	" .....	3782.73
" " " " John Holmes'	" .....	4043.05
" " " " Benj. Williams'	" .....	640.89
" " " " Wm. B. Buchanan's	" .....	12238.74
" " " " Jas. A. Buchanan's	" .....	1536.66
Total.....		\$40316.16

3. That there has been paid under the order of court dated August 25th, 1899, to A. MacDonald McBlair the sum of seven hundred and twenty seven 75 / 100 dollars which is chargeable to your petitioners' share of the fund, leaving the amount due them nineteen thousand four hundred and thirty dollars and thirty three cents.

4. That the contention of the complainant is that he is entitled to the one-half of this impounded fund which contention is contested by your petitioners but as to the remaining half the bill concedes, (inasmuch as it lays claim to but one-half of the fund) that such remaining half belongs to your petitioners, no claim whatever being made against it by the complainant except for such costs as may eventually be awarded him should the result of the suit be adverse to your petitioners.

5. That your petitioners are ready, and do hereby offer, to give bond for the faithful payment of such costs, if any, as may hereafter be awarded against them and in such amount as your honor may fix.

289 Your petitioners therefore pray your honor that you will pass an order directing the receivers to pay to the petitioners out of the fund in their hands the sum of nineteen thousand four hundred and thirty-three 33 / 100 dollars.

And your petitioners will ever pray, &c.

FRANK P. CLARK,  
DAVID STEWART,  
JOHN E. SEMMES,

*For the Firm of John Stewart,  
R. R. Brown, & David Stewart.*

FRANK P. CLARK,  
*Solicitor for Petitioners.*

STATE OF MARYLAND, }  
*City of Baltimore,* } ss :

I, William H. Jones, a notary public, of the State of Maryland in and for the city of Baltimore do hereby certify that there appeared before me this thirteenth day of October, 1899, Frank P. Clark, one of the subscribers to the foregoing petition, and who is personally known to me, who made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge and belief.

In testimony whereof, I have hereunto set my hand and official seal the day and date aforesaid.

[NOTARIAL SEAL.]

WM. H. JONES,  
*Notary Public.*

290

*Answer to Petition of Jno. Stewart.*

Filed November 1, 1899.

In the Supreme Court of the District of Columbia.

EARLE, Administrator,	} Equity. No. 20409.
vs.	
STEWART ET AL.	

To the honorable the judge of said court :

Your petitioner Henry M. Earle, administrator, in answer to the petition of Frank P. Clark, John E. Semmes and John and David Stewart and the Safe Deposit and Trust Company of Baltimore, administrator of Robert Riddell Brown, filed in this cause October 16th, 1899, respectfully states as follows :

1. He admits the allegations contained in paragraph 1.
  2. In answer to paragraph 2, he states that he is not conversant with the amount now in the receiver's hands, but believes the amount stated by the petitioners to be correct.
  3. He admits the allegations contained in paragraph 3.
  4. He admits the allegations contained in paragraph 4 as being true.
  5. He admits that the petitioners are willing to give bond but states that the defendants have no right, title or interest in the one-half claimed by him as administrator of the estate of William E. Earle. He further states owing to the amount involved that
- 291 the litigation will no doubt be very costly ; there is a great deal of testimony to be taken, and this case may eventually go to the Supreme Court of the United States, and as he has been forced into litigation, and the whole fund being a partnership fund, as alleged in his bill of complaint, that an amount sufficient to fully

cover any costs which may accrue by reason of the present litigation should be retained from the one-half interest belonging to the petitioners and left in the hands of the receivers, and he should not be placed in a position of afterwards having to bring suit upon the bond.

Therefore your respondent prays that this court will pass an order herein which will protect the interest of all parties.

HENRY M. EARLE,  
By JOHN C. GITTINGS, *Att'y.*

D. W. BAKER,  
JOHN C. GITTINGS,  
*Sol'rs for Compl't.*

John C. Gittings being duly sworn, deposes and says that he is one of the attorneys of Henry M. Earle the complainant that the said complainant is not now in the jurisdiction of this court and that he the said Gittings has read over the answer subscribed by him for the said Henry M. Earle and knows the contents thereof and the matters and things therein stated are true and those stated upon information and belief he believes to be true.

JOHN C. GITTINGS.

Subscribed and sworn to before me this first day of November, 1899.

JOHN R. SHIELDS,  
*Notary Public.*

[SEAL.]

292

*Order Dismissing Suit.*

Filed March 12, 1900.

In the Supreme Court of the District of Columbia.

HENRY M. EARLE, Administrator of Wm. E. Earle, vs. JOHN STEWART ET AL.	}	Equity. No. 20409.
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On consideration of the motion of the complainant and the consent of the defendant through their solicitors of record, it is by the court this 12th. day of March, 1900, ordered, adjudged and decreed, that the order made in this cause on the first day of November, 1899, directing the receivers, Jeremiah M. Wilson and Frank P. Clark, to pay over to Jeremiah M. Wilson, as surviving partner of the firm of Shellabarger and Wilson, the sum of six thousand, three hundred and eighty-two dollars and seventy-one cents, and the order made on the sixth day of November 1899 directing the said receivers to pay over to Frank P. Clark, John E. Semmes, John and

David Stewart and the Safe Deposit and Trust Company of Baltimore, administrator of Robert Riddell Brown, the sum of nineteen thousand, four hundred and thirty dollars and thirty-three cents, be and they are, hereby ratified and confirmed; and it is further hereby ordered that the said receivers out of the remainder of the fund in their hands, pay over to the said Jeremiah M. Wilson, surviving partner of the firm of Shellabarger & Wilson the further sum of five hundred and seventy nine dollars and thirty-six cents, and to Frank P. Clark, John E. Semmes, John and David Stewart, and to the Safe Deposit and Trust Company, administrator of Robert Riddle Brown, 293 the further sum of one thousand nine hundred and thirty one dollars and twenty-two cents; and said receivers are further ordered to pay out of the balance remaining in their hands to Frank P. Clark and Henry M. Earle upon their joint receipt, the sum of six thousand, eight hundred dollars, and the remainder of the fund in their hands, they will pay to Henry M. Earle, administrator of William E. Earle, deceased; and it is further ordered that this suit be dismissed without prejudice to the rights of the parties thereto; and it is further ordered that the parties to the said suit and each of them may withdraw from the records such papers and exhibits as they may desire.

JOB BARNARD, *Justice.*

I consent:

I. WILLIAMSON,

*Sol'r for Waggaman.*

J. M. WILSON, *Party Def't,*

By A. A. HOEHLING, JR.

M'ch 27/1900.—Compl't's Ex. No. 1, and Exhibit J. E. S. & F. P. C. No. 2, withdrawn by J. C. Gittings, solicitor for compl't.

*Order Modifying Former Decree.*

Filed March 29, 1900.

In the Supreme Court of the District of Columbia.

HENRY M. EARLE, Administrator, }

*vs.*

JOHN STEWART ET AL.

} Equity. No. 20409.

294 Upon motion of the complainant and with consent of the defendants it is by the court this 29th day of March, A. D. 1900, ordered that the order heretofore passed on the 12th day of March, 1900 in this cause be, and the same is hereby rescinded in so far as said order dismissed the said cause, and it is ordered that said cause stand for the purpose of allowing the re-

ceivers to collect the fees in certain cases mentioned in said bill, which fees are not yet paid, and to allow the receivers to file an account showing the disbursement of the money in accordance with the agreement of the parties and orders of court.

JOB BARNARD, *Justice*.

295

EXHIBIT "E." No. 2.

Filed June 10, 1902.

Having been duly authorized by all the parties in interest to adjust by way of arbitration (upon principles of fairness and justice without regard to the strict rules governing courts of law or equity) all questions now pending between and among the following parties, (sometimes hereinafter designated as "the said several parties first above named"), namely, first, the estate of William E. Earle; second, John Stewart, David Stewart, and the estate of Robert Riddell Brown; and, third, John E. Semmes and Frank P. Clark, respecting the relations, past, present and future, of the said parties to the prosecution of the French spoliation claims, so called, under certain agreements by and among them, and to declare and define the said relations and the said questions having by the said parties been duly and finally submitted to us for such arbitration, we, Augustus S. Worthington and Henry E. Davis, having heard the said parties and fully considered the premises, adjudge and award as follows:

1. The estate of William E. Earle, so long as it shall continue to have the custody and control of the Causten papers, so called, relating to and bearing upon the subject of said claims, is entitled and required to participate in the prosecution to payment and collection of those of the said claims in which the said Earle, John Stewart, David Stewart, Brown, Semmes and Clark were jointly interested at the time of the death of the said Earle, and also of such claims in which the said several parties first above named shall or may hereafter become jointly interested in accordance with the original  
296 contemplation and agreement of the said Earle, Stewarts, Brown, Semmes and Clark, in the premises, and in that behalf the estate of the said Earle is entitled and required to employ and compensate competent counsel subject, however, to the approval by the others of the said several parties first above named of the naming of such counsel, to the end that the prosecution of the said claims may be proceeded with harmoniously and agreeably by all concerned.

It shall be the duty of the counsel so nominated and approved to render continuous and efficient service in the preparation and argument of the cases and in the collection of the amounts awarded subject to the supervision in the following paragraph given to said Clark and Semmes. If there should be on the part of the counsel so nominated and approved a clear failure to perform the duties so



imposed upon them, said Clark and Semmes shall thereupon have the right to require the substitution of other counsel from time to time in the same manner.

2. In view of the changed relations to said claims of the parties aforesaid consequent upon the death of the said Earle and the obligations of the said Semmes and Clark to the claimants in interest under the agreements and powers of attorney of said claimants, the said Semmes and Clark are, and since the death of the said Earle, have been, entitled to participate in the charge, control and prosecution of the said claims originally contemplated and provided to be undertaken, exercised and performed by the said Earle, and in case  
297 of any difference of opinion as to questions of procedure and policy in respect to the prosecution of the said claims or any of them, to have the deciding voice.

3. Said Semmes and Clark in several classes of said claims, in view of the labors performed or to be performed by them subsequent to the death of said Earle, are and will be entitled to receive a proportion of the fees originally contemplated and provided to be received by the said Earle, as follows:—

a. Cases in which at the time of the death of said Earle no steps had been taken except filing the petition or petitions, and cases hereafter filed, fifteen (15) per centum.

b. Cases which were prepared by said Earle only so far as the filing of the evidence, ten (10) per centum.

c. Cases in which statements or requests for findings of fact were filed by said Earle during his lifetime and at the time of his death were ready for argument on behalf of the claimants, but which have not yet been argued, seven and one-half ( $7\frac{1}{2}$ ) per centum.

d. Cases in which since the death of said Earle findings have been made by the Court of Claims, but which have been remanded for further proceedings, five (5) per centum.

e. In all other cases appropriation for the payment of which had not been made before the death of said Earle (including the cases in which the only service rendered since the death of said Earle was in obtaining an appropriation from Congress), two and one-half ( $2\frac{1}{2}$ ) per centum, and in addition thereto the sum of four hundred (\$400.00) dollars.

298 Where evidence filed or work done in one or some of several cases growing out of the loss of any vessel shall enure to the benefit of other cases relating to the same vessel such evidence shall be considered to have been filed or such work to have been done in such other cases also.

4. The said several first above named parties shall determine among themselves which of said claims fall within the respective categories mentioned in the preceding paragraph within twenty days from the date hereof, and in case of their failure to agree within that time, their differences in the premises shall within ten days thereafter be submitted to the undersigned, who will make proper

determination thereof, which, when made, shall be deemed and taken as a part of this finding and award.

5. Except as herein and hereby adjudged to be reduced, the amount or amounts originally contemplated and provided to be received by the said Earle by way of fees, shall be paid to his estate.

6. The said Semmes and Clark are entitled to be paid out of the moneys now in the hands of the receivers mentioned in the submission to arbitration, the sum of eighteen hundred (\$1,800.00) dollars, in satisfaction of their claim for expenses.

7. In the absence of further agreement by and among the said several parties first above named or any of them, none of the said parties shall be entitled to any compensation for extra or additional labor or service in the premises, it being the meaning and intent of this adjudication and award that all the said several parties  
299 shall co-operate in all the labor and service to be done and rendered in the premises upon the terms as to compensation herein and hereby adjudged and provided.

8. The necessary expenses of preparing the cases in the Court of Claims such as printing, making translations, and obtaining copies of papers, shall be paid one-half by the estate of said Earle and the other half by the remaining parties.

9. All matters in respect to the relations of the said several parties first above named in the premises, not herein and hereby considered and adjudged, shall be adjusted in accordance with existing agreements by and among the said several parties.

10. The costs of the arbitration, in the premises, namely, one thousand (\$1,000.00) dollars, shall be paid to the undersigned, one-half by the estate of William E. Earle and one-half by the others of the said several parties first above-named.

Signed (in duplicate) at the city of Washington, in the District of Columbia, this 31st day of January, A. D., 1901.

AUGUSTUS S. WORTHINGTON.  
HENRY E. DAVIS.

300

EXHIBIT W. T. S. C.

Filed October 23, 1901.

(Copy.)

Duplicate.

Whereas Wm. E. Earle, has engaged and employed Wm. T. S. Curtis to assist him, the said Earle, in the preparation of such claims, known as French spoliations for trial in the Court of Claims, which have or may hereafter be placed in his hands for prosecution, and whereas the said Curtis has acted and assisted and does hereby agree to act and assist in the preparation of said claims as above set forth

until otherwise agreed therefore this memorandum witnesseth that the said Earle stipulates and agrees to compensate the said Curtis for his services to be performed in the premises until otherwise agreed as follows: at the rate of fifty dollars (\$50) per month in cash payable on the fifteenth day of each month and a further and additional payment at rate of fifty dollars per month beginning from the fifteenth day of November 1885, the said additional payment of fifty dollars over and above the cash payment of fifty dollars to be paid to the said Curtis by the said Earle out of the first fees received by said Earle on account of said French spoliation cases in which he is or may hereafter be employed as attorney making the entire compensation payable to said Curtis one hundred dollars per month.

Witness our hands and seals this fifth day of January 1886.

(Signed)

WM. E. EARLE.

[SEAL.]

(Signed)

WM. T. S. CURTIS.

[SEAL.]

True copy

WM. T. S. CURTIS.

301

EXHIBIT "Y."

Filed January 10, 1902.

Law office of Jeffries & Earle, counsellors at law, 1417 G St.,  
N. W.

WASHINGTON, D. C., *May* 1, 1891.

DEAR MISS YOUNG: When you did me the honor to call with your cousin Miss Shriver I was obliged to hurry off to court, and regretted much to leave so hastily.

It is very evident that your cousin has some entirely erroneous opinions in regard to this business, and I could not but be amused at the idea of your esteemed grandfather having spent two or three fortunes in the prosecution of these claims. Knowing the whole of the inside facts of his business, the impression is so wholly mistaken that I cannot but be amused.

This, however, has nothing to do with the business in hand. We have a contract together in which we are mutually interested and in which I have been struggling for six years to carry out on my part and intend to do it to the end. I have advanced a great deal of money as well as labor for the prosecution of these claims, and the cash advanced will be the subject of an exact accounting before the court, and I have the vouchers as well as the account to show where it has been expended. The subject of my letter to you was one of policy entirely, and I think as a matter of self-interest it is a matter of candid consideration in virtue of our mutual interests.

302 I am very sorry that there should be any necessity of discussing a matter which lies so plainly in the right as this does, but under the order of the court I am authorized to employ attorneys to assist me. There is no question in my mind that the parties whom I employed as attorneys in this work came legally under this provision, and if they did not they certainly ought to, and it would be only right that the court should so construe it. I am so convinced of this that if the orphans' court were to decide against me I should feel bound, in vindication of my conduct, to have the matter passed upon by the higher courts. It is not really any favor that I am asking in this matter, and I do not want it to be supposed for a moment that I am asking a favor or that I am going outside of my agreement. The court in giving its oral judgment, as you no doubt recollect, expressly said that this matter was to be managed just as a partnership between myself and the estate of Mr. Causten, one contributing one element and the other another to the business. At the same time, as a matter of course, the opponents of these claims will not hesitate to make use of the fact, that I have expended money, and that other claimants have expended money, to secure this appropriation, and, whilst everybody knows that these things are necessarily done, it will give some force to their objection that the fact appeared in court in the settlement of my accounts. But if I must do this I must, and, whilst I regret it, I cannot help it.

303 I am getting some of the drafts through, and am also getting a good many certificates from the court, a number of which are now going their way through the Treasury. This matter involves a great deal of labor and takes some time. I hope to get enough claims through and my fees on them in the next four or five weeks to have a settlement. This appropriation, however, is only the entering wedge, and the result of it is sort of dubious. It sets a precedent for the others, however.

The expenses of prosecuting the claims up to this time have of course been very heavy, and the delay in making the appropriation has accumulated other considerable expenses such as will not have to be incurred again. About all that I will get out of this matter will be to get back some of the cash which I have outlaid in meeting expenses in prosecuting the claims, the enormous printing, arranging the testimony, etc.

We have about \$200,000 of claims reported to Congress which are not included in the appropriation bill, and about as much more in court which have been allowed us, but which have not been reported to Congress, that I have been struggling against making this first appropriation bill too large.

Very truly yours,

WM. E. EARLE.

Miss Young, 3401 N street, city.

## EXHIBIT "Y."

Filed January 10, 1902.

Jeffries & Earle, counsellors at law, 1417 G St., N. W., Washington,  
D. C.

(Dictated)

WASHINGTON, *September 19, 1891.*

DEAR MISS YOUNG: I beg to again call your attention to the matter of the special congressional expenses in relation to the passage of the appropriation for our claims. I think you will remember that before the bill passed you fully agreed with me as to the necessity of this matter and also of its being arranged without being presented in my accounts to the court. If so presented, of course it will have a tendency to furnish material with which to fight us in the hands of some of those who want to defeat us in any event and would also tend to encourage lobbyists to blackmail us or defeat us in getting future appropriations.

I remember the remark that Miss Shriver made in my office in presence of your sister—that I was bound to incur these expenses myself. In that she is wholly and entirely mistaken, as you will see by obtaining from the clerk of the court a copy of the court's order, as it authorizes me to employ assistants, etc. This was a necessary, legitimate, and proper expense, and it has to be paid just as the other expenses before there can be any settlement in this matter.

I am very anxious that all this business shall be pleasantly arranged. I shall hope to hear from you soon upon this subject and if possible by my return from New York, where I shall spend next week taking testimony in five important cases.

Very truly yours,

WM. E. EARLE.

*Contract.*

Filed November 13, 1902.

Whereas heretofore William E. Earle was retained by certain persons corporations and bodies to act for and to represent them as attorney or counsellor before the U. S. Court of Claims, committees of Congress and executive departments in that class of cases commonly known and designated as French spoliation claims and was also retained as associate counsel or otherwise, by certain other attorneys who represent certain of said French spoliation claims, and whereas the said William E. Earle departed this life on the 13th day of August, 1894, after having executed a certain last will and testament, which said last will and testament has been duly admitted to probate in the orphans' court of the District of Columbia, and whereas

Mary Orr Earle has duly qualified as the executrix of the said last will and testament of said William E. Earle, and whereas the said Mary Orr Earle, as such executrix as well as on her own behalf, has duly executed a certain contract dated the twenty-third day of November, 1894, with Henry M. Earle, attorney at law, of Washington, D. C. whereby the said Henry M. Earle, has been and is fully authorized and empowered to continue the prosecution, conduct and collection of such of said French spoliation claims wherein the said William E. Earle was retained or to continue the prosecution, conduct and collection of the interest of said William E. Earle or the interest of his estate therein, with full authority to retain and associate other attorneys with himself in and about the prosecution, conduct and collection of said claims or the interest therein of

306 said William E. Earle or the interest of his said estate, and

whereas the death of said William E. Earle renders it necessary that the services rendered by and contracted to be rendered by the said William E. Earle in and about the prosecution, conduct and collection of said French spoliation claims shall be continued and performed by others, and whereas William T. S. Curtis and Theodore J. Pickett, attorneys at law, both of Washington, D. C. have for years past been associated with the said William E. Earle and engaged by and with him in the preparation and trial of said French spoliation claims and by reason thereof are familiar with the status of said claims and possess special knowledge advantageous in their prosecution, and whereas it is the desire of the heirs and legal representatives of the estate of said William E. Earle that the prosecution conduct and collection of said claims and the interest of said William E. Earle or the interest of his estate therein be continued before the said court, committees of Congress and executive departments and that the services contracted for, rendered and to be rendered by said William E. Earle be fully, completely and finally rendered and performed.

Now, therefore, this agreement this day entered into by and between Henry M. Earle, attorney at law of Washington, D. C., acting by virtue of the power and authority conferred upon him by the said Mary Orr Earle in the hereinbefore mentioned contract dated the twenty-third day of November 1894, party of the first part and said William T. S. Curtis and Theodore J. Pickett, parties of the second part.

307 Witnesseth: That for and in consideration of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged to have been received, each from the other, it is agreed as follows:

That for and in consideration of the foregoing the said Henry M. Earle acting by virtue of the authority conferred upon him by the above mentioned contract of the twenty-third day of November, 1894, by and between himself and said Mary Orr Earle, as party of the first part and said William T. S. Curtis and Theodore J. Pickett parties of the second part, hereby stipulate and agree to continue the

prosecution conduct and collection of the said French spoliation claims and the interest of said William E. Earle or the interest of his estate therein, under the style of "successors to William E. Earle" upon the following terms and conditions to wit:—

First. That the said William T. S. Curtis and Theodore J. Pickett parties of the second part for and in consideration of the agreement, promises and undertaking of the said Henry M. Earle, party of the first part as herein set forth, hereby agree to act to the best of their abilities as attorneys and counsellors in the prosecution, conduct, trial, preparation and collection of the aforesaid French spoliation claims and the interest therein of the said William E. Earle or of his estate before the said Court of Claims, committees of Congress and the executive departments and to attend to the necessary correspondence connected with the prosecution, conduct, trial, preparation and collection of said claims or the interest of said William E.

308 Earle, or the interest of his estate therein and as such attorneys to appear before the said Court of Claims in the trial of said claims and also before the proper committees of Congress, should this latter be necessary, or before the executive departments, and to advocate before the said committees of Congress should the same be necessary, that the necessary appropriations be made by Congress to carry out the findings of the Court of Claims in such of said cases or claims wherein said William E. Earle was retained or employed and in which he had an interest and in which his estate now has an interest, and in consideration of said services rendered and to be rendered by the parties of the second part, the said party of the first part, acting by virtue of the aforementioned contract dated the twenty-third day of November, 1894, by and between himself and the said Mary Orr Earle and being thereunto duly authorized by the said Mary Orr Earle as executrix as aforesaid as well as on her own behalf, hereby stipulates, promises and agrees with said parties of the second part that they the said parties of the second part shall continue the prosecution, conduct, trial, preparation and collection of said French spoliation claims and the interest therein of said William E. Earle or his estate with such assistance as the said Henry E. Earle shall render before the said court, committees of Congress and executive departments, rendering unto the aforesaid persons, corporations, bodies and attorneys, who have heretofore retained the said William E. Earle, like services as the said William E. Earle had contracted to render, and that they the said parties of the second part for such services are to receive and be paid as compensation therefor, thirty per centum of the net fee or fees that

309 would be payable to the said William E. Earle were he alive or to his estate not that he is dead, in such of said claims as have, prior to the date hereof, been reported by the Court of Claims to either house of Congress for an appropriation, when the same became due and are paid either under the various contracts heretofore made by said William E. Earle with the hereinbefore mentioned persons, corporations, bodies and attorneys interested in



said claims, or otherwise, said thirty per centum to be equally divided between said William T. S. Curtis and Theodore J. Pickett so that the said Curtis and the said Pickett shall each receive respectively fifteen (15%) per centum of the said net fee or fees of the said William E. Earle or which otherwise would be payable to him were he alive or to his estate now that he is dead.

Second. That the said parties of the second part further agree to render the same or like services as set forth in the first preceding section hereof (marked first) in such of said claims wherein the said William E. Earle was retained or employed as aforesaid and which have not, prior to the date hereof, been reported to either house of Congress by the Court of Claims for an appropriation and also to the best of their ability to take such action or steps as may be necessary to complete the various cases or claims or to prepare the same for trial and to try the same in the Court of Claims for which services they the said parties of the second part are to receive and be paid, at like time and under the same circumstances as set forth in the first preceding section hereof (marked first), fifty per centum of the net fee or fees that would otherwise be payable to the said William E. Earle were he alive or to his estate now that he is dead,

310 said fifty per centum to be equally divided between said parties of the second part so that the said Curtis and the said Pickett shall each receive twenty-five (25%) per centum of the said net fee or fees of the said William E. Earle and which otherwise would be payable to him were he alive or to his estate now that he is dead.

Third. It is further stipulated and agreed by and between the parties to this agreement that the said party of the first part is to bear and advance all necessary office expenses, such as rent, postage, printing, stationery, translating, clerk hire, etc., up to and including the 31st day of March, 1895, and that the same are not to exceed the sum of six hundred dollars in the aggregate prior to said last mentioned date, after which time the said expenses as aforesaid to accrue after said last mentioned date are to be borne as follows, to wit: by the party of the first part one half thereof; by the parties of the second part one-half thereof, that is to say the said Curtis is to pay one-fourth and the said Pickett one-fourth of said expenses.

Fourth. It is further agreed by and between the first and second parties hereto that in case it should be deemed advisable by them to employ special counsel to represent or advocate the said claims before Congress or any committee thereof that the expenses attending the same shall be borne in the same manner or proportion as the fee or fees are to be divided; that is to say that in case of any employment to secure an appropriation for such cases as have been reported to either house of Congress prior to the date hereof the said party of the first part is to pay seventy per centum of the

311 expenses thereof and the said parties of the second part are each to pay fifteen per centum of the expenses thereof. In all such claims that may be reported to either House of



Congress after the date hereof and be appropriated for and paid such expense of special counsel, if any be retained or employed shall be borne in the same manner or proportion as the fees or fee are to be divided in such cases, to wit: the said party of the first part is to pay one half thereof and the said parties of the second part are each to pay one-fourth thereof. It is further stipulated and agreed that no such special counsel shall be engaged except by agreement in writing signed by both the first and second parties hereto, but the said party of the first part hereby agrees and consents that the said parties of the second part shall have full authority to carry out any agreement that the said William E. Earle has heretofore made as to employment of special counsel, the expense of which is to be met as hereinbefore set forth, and whereas the said William E. Earle in his lifetime secured from certain persons interested in French spoliation claims, contracts for money to be expended in the employment of special counsel it is hereby agreed by and between the first and second parties hereto that the sum or sums contracted to be paid and which may be received on said contracts or on any renewal or renewals thereof shall be expended in the payment of such special counsel before either of said first or second parties hereto shall be called upon to contribute for that purpose.

Fifth. It is further agreed by and between the first and second parties hereto that nothing herein set forth shall in any manner whatsoever effect, abrogate, change or nullify any written  
 312 agreement, contract or undertaking or any part thereof, heretofore made and entered into by and between the said William E. Earle and said Theodore J. Pickett.

Sixth. It is further agreed by and between the parties hereto that when drafts are drawn on clients for fees the same shall be drawn in the joint names of the first and second parties hereto and all checks or drafts for fees shall be payable to the joint order of the first and second parties hereto and all money paid for fees shall be deposited in the West End national bank to the joint account of said first and second parties hereto.

In witness whereof we have hereunto set our hands and seals this twenty-third day of November, 1894.

HENRY M. EARLE, [SEAL.]  
*Party of the First Part.*  
 WM. T. S. CURTIS, [SEAL.]  
 THEODORE J. PICKETT, [SEAL.]  
*Parties of the Second Part.*

Ratified and confirmed this twenty-third day of November A. D. 1894.

MARY ORR EARLE, *Executrix.*

313 *Complainant's Exceptions to Auditor's Report.*

Filed December 5, 1902.

In the Supreme Court of the District of Columbia.

THOMAS E. WAGGAMAN, Administrator, &c.,  
vs.  
HENRY M. EARLE, Administrator. } Equity. No. 21962.

Exceptions by Thomas E. Waggaman, administrator, &c., the above named complainant, to the report of James G. Payne, Esq., auditor, filed herein November 13, 1902.

Said complainant excepts to said report and Schedule A thereunto annexed, and for ground of such exceptions shows as follows:

1. Because the auditor in and by his said report and Schedule A thereunto annexed, allows the defendant credit for \$3448.17 for "office rent from August 1, 1885, to August 1, 1893," alleged to have been paid by William E. Earle; whereas said auditor on the evidence before him should have found and reported that said William E. Earle was at the time engaged in the general practice of the law, that he maintained no separate office for the prosecution of French spoliation cases, and should have disallowed said claim.

2. Because the auditor in and by his said report has allowed the defendant credit for \$18,332.15 for "other office expenses to July 15, 1893," alleged to have been paid by William E. Earle in  
314 the prosecution of French spoliation claims; whereas on the evidence before him the auditor should have disallowed said claim.

3. Because the auditor in and by his said report has allowed to the defendant the sum of \$1993.39 for "office expenses from said date to November 1, 1900," alleged to have been paid by the defendant in the prosecution of French spoliation claims; whereas said auditor on the evidence before him should have disallowed said claim.

4. Because the auditor in and by said report and said Schedule A thereunto annexed allowed the defendant, Henry M. Earle, credit for \$6,150. alleged to have been paid William T. S. Curtis by the defendant's intestate for clerical services in the prosecution of French spoliation claims; whereas said auditor on the evidence before him should have found and reported that the estate of William E. Earle was not entitled to credit for said sum as against the complainant herein.

5. Because the auditor in and by said report and said Schedule A allows the defendant credit for \$10,400. alleged to have been paid T. J. Pickett by the defendant's intestate for clerical services in the

prosecution of French spoliation claims; whereas said auditor on the evidence before him should have found and reported that the estate of William E. Earle was not entitled to credit for said sum as against the complainant.

6. Because said auditor in and by his said report has allowed the defendant credit for \$2,000. claimed to have been paid by William E. Earle to Omer D. Conger & Son for "legal services before  
315 committees," of Congress in regard to French spoliation claims. Whereas on the evidence before him said auditor should have refused to allow the defendant credit for said sum (a) because there was no sufficient evidence before him that said sum was actually paid by William E. Earle, and (b) because even if paid it was for what is commonly known as "lobby service," and was not contemplated by the agreement between the complainant and William E. Earle, referred to in these proceedings, for the use of the "Causten papers." (c) Because said payment, if made by said William E. Earle, is not a proper charge, under the law, against this complainant.

7. Because the auditor in and by his said report and Schedule A thereunto annexed allows the defendant credit for \$2500. claimed to have been paid by William E. Earle to Philip B. Thompson for services before congressional committees in procuring appropriations to pay French spoliation claims. Whereas said auditor, on the evidence before him, should have disallowed said claim. (a) Because there was no sufficient evidence of the payment of said sum by the intestate to said Thompson. (b) Because even if paid, said disbursement was for what are known as "lobby services," constituting an expenditure not contemplated by the agreement between the complainant and defendant's intestate referred to in these proceedings, for the use of said "Causten papers." (c) Because said payment, if made by said William E. Earle, is not a proper charge under the law against this complainant.

316 8. Because the auditor in and by his said report and Schedule A annexed thereto allows the defendant credit for \$2000. alleged to have been paid by William E. Earle to Dudley & Michener for services before committees of Congress in procuring appropriations to pay French spoliation claims. Whereas, on the evidence before him, the auditor should have found and reported that said sum was for what are commonly called "lobby services" and have disallowed the same, for the reasons stated and set forth in paragraphs 6 and 7 of these exceptions.

9. Because the auditor in and by said report and said Schedule A allows the defendant credit for \$700. alleged to have been paid by the defendant's intestate to one L. B. Clarke. Whereas, on the evidence before him, said auditor should have found and reported that said sum, if paid by said William E. Earle, was for "lobby services" in procuring legislation by Congress to pay French spoliation claims, and that the defendant was not entitled to credit for the same, such expenditure being illegal and not contemplated by the agreement

referred to in the 6th paragraph of these exceptions, and not properly chargeable against the complainant, for the reasons set forth in paragraphs 6 and 7 of these exceptions.

WM. J. MILLER,  
M. J. COLBERT,  
S. T. THOMAS,  
IRVING WILLIAMSON,  
*Sol'rs for Compl'ts.*

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*Defendant's Exceptions to Auditor's Report.*

Filed December 10, 1902.

In the Supreme Court of the District of Columbia.

THOMAS E. WAGGAMAN, Adm'r of James H. Causten, Deceased, Complainant,	} Equity. No. 21952.
<i>vs.</i>	
HENRY M. EARLE, Adm'r of Wm. E. Earle, Deceased, Defendant.	

Now comes the defendant, Henry M. Earle, adm'r of Wm. E. Earle, deceased, and files the following exceptions to the report of the auditor of this court filed in the above entitled cause on Nov. 13, 1902.

First exception.

That the auditor has stated on pages 6 and 7 of his report,

"There is a further objection to the claims for payment of moneys to several parties named for services in efforts to secure appropriation by Congress in 1901, upon the ground that the employment of parties exclusively for services of that character is contrary to public policy and discountenanced by courts."

(The auditor referring thereby to the credits claimed by this defendant for payments made by Wm. E. Earle to O. D. Conger and Son \$2,000.00, Phil. B. Thompson \$2,500.00, Walter S. Hutchins \$5,200., Frank P. Morgan \$150.00, H. W. Worthington \$200.00, Wm. McAdoo \$100, H. D. Money, \$1,000, Robert B. Bradford \$3,609.05, Dudley & Michener \$2,000.00 and C. R. Shelly \$1,000.00)

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"On this point I hold that a line must be drawn between the rendition of legal services and those which may be termed the exercise of personal influence or persuasion. In this case some of the parties so employed and paid were lawyers, and it is in proof that by some of them briefs and arguments were prepared and submitted to the several committees of the two houses of Congress having in charge the matter of the appropriation. The claims for these payments I think should be allowed, while the

claims for payment for other than legal services should be excluded from allowance, which is a course I have adopted in this accounting."

On page 2 of "Schedule A" of said report it is shown that the only payments made by the late Wm. E. Earle to those attorneys associated with him referred to by the auditor on pages 6 and 7 of his report which he has given his defendant credit for in his account, are O. D. Conger and son \$2,000.00, Phil. B. Thompson \$2,500.00, Dudley & Michener \$2,000.00, making a total of \$6,500.00, to all of which this defendant except-; and this defendant claims that he is entitled to a credit for the following sums as shown by the record as having been paid by his father, besides the credit of \$6,500.00 allowed, to wit; Walter S. Hutchins \$5,200.00, Frank P. Morgan \$150.00, H. W. Worthington \$2,000.00, Wm. McAdoo \$100.00, H. D. Money \$1,000.00, Robert B. Bradford \$3,608.05 and C. R. Shelly \$1,000.00, making a total of \$17,758.05. Among the grounds of exception to the above, are, the following:

*First.* They were proper payments under the terms of the agreement between complainant and defendant's testate.

*Second.* That by the accounts kept by the defendant's testate, as ordered by the court, and incorporated in the agreement between complainant and defendant's testate, these payments were shown to have been made, and the record discloses the fact, that the  
319 complainant examined these books of account from time to time during the life time of defendant's testate and shortly after the payments were made; that the record further discloses, that this defendant's testate had notified those interested under complainant's agreement with said defendant's testate, that said payments had been made and were for legitimate services, and that there was no fund out of the 1891 appropriation for distribution.

*Third.* That the books of account kept by order of the court when examined by complainant, subsequent to the payment of claims appropriated for by the appropriation of 1891, at the request of defendant's testate, constituted in law an account stated.

*Fourth.* That the contract between defendant's testate and complainant was not under seal, and required an accounting every six months; and the record discloses that the complainant had been informed, and had ascertained from the books that by reason of payments to counsel employed to assist in the prosecution of these claims, there was no fund in the hands of defendant's testate for division; and complainant allowed more than three years during the lifetime of defendant's testate, and seven years after the death of defendant's testate, to elapse before filing the present suit.

*Fifth.* That the record shows that the 1891 fund was realized from the services rendered by these gentlemen associated with defendant's testate, and complainant cannot claim a right to participate in the fund, and, at the same time, in equity and good conscience, be heard to say, that, the services paid for in assisting to secure the fund were illegal and improper.

320 *Sixth.* That complainant is barred by the statute of limitation from contesting said payments.

*Sixth.* That complainant is guilty of laches.

Second exception.

The auditor has stated on page 9 of his report:

"Under the agreement between Henry M. Earle and Curtis & Pickett of November 23, 1894, the defendant claims to have paid said Curtis & Pickett a sum equal to 30 % of the fees received by the estate of Wm. E. Earle under the appropriation of March 3, 1899, amounting to \$15,164.78. To this vigorous objections are made by counsel for complainant, and additional testimony was taken here to show what services were rendered by these two gentlemen in connection with the collection of the fees due to Wm. E. Earle, or his estate, upon the claims included in the appropriation act of 1899. It will be remembered that as to all of these claims the cases in the Court of Claims had been prosecuted to a conclusion and finding in favor of the claimants by the court had been transmitted to Congress prior to the death of Wm. E. Earle. The subsequent services rendered in relation to these claims were in direction of securing from Congress an appropriation of the sum necessary for their payment. There was one additional class of work imposed upon the attorneys for the claimants in relation to some of the claims, that is to say, the necessity of satisfying the Treasury Department of the identity of the claimants, or parties interested to receive the money."

Then again, on page 10 of his report the auditor states:

"After a careful consideration of the facts as they appear in proof, I am of the opinion that the services in question did not require the attention of these three gentlemen \* \* \* I have, therefore, in the accompanying account allowed a credit for one-half of the said 30 %, which is a liberal allowance for the present accounting."

To all of which this defendant excepts, and claims that he is entitled to a credit in the account for \$15,164.78 paid by him to Messrs. Curtis & Pickett for services rendered in this litigation.

321 Among the grounds of exception to the above are the following:

*First.* The said payment was authorized by the terms of the agreement between complainant and defendant's testate.

*Second.* That as shown by the contracts between defendant's testate and the French spoliation claimants the basis of same were contingent fees for professional services, not rendered in securing findings by the Court of Claims, but in prosecuting said claims to a conclusion, That by the death of defendant's testate all contracts with claimants were vitiated, and the only interest that the defendant's testate had in the claims, at the most, was a *quantum meruit*.

*Third.* That under all the surrounding circumstances as disclosed

by the record, the terms of said agreement between the defendant and Messrs. Curtis & Pickett were reasonable and beneficial.

*Fourth.* That the fund here for distribution having been realized by services performed by Messrs. Curtis & Pickett under said agreement, and it does not lie in complainant's mouth, while claiming a right to participate in the fund so realized by virtue of said contract, to object to the terms of same at this late day, more than seven years subsequent to the date of same.

#### Third exception.

This defendant excepts to the following credits allowed him on page 2 of "Schedule A" of the auditor's report, to wit, item "office rent from August 1, 1885, to August 1, 1893, \$3,448.17, and the item "Office expenses from August 1, 1885 to August 1, 1893, \$18,332.15," making a total for office expenses from August 1, 1885 to August 1, 1893 of \$21,780.32; whereas the books of account kept under order of the court, and the vouchers offered in evidence, show a total for office expenses from August 1, 1885 to August 1, 1893, of \$22,320.22 which amount this defendant is entitled to a credit for.

#### Fourth exception.

This defendant excepts to the amount found by the auditor as the net balance of the fees in his hands as set forth on page 2 of "Schedule A" of the auditor's report to be \$30,198.82; and this defendant claims that by proper allowance of credits for the sums paid by his testate and himself as expenses as enumerated in the foregoing exceptions, the net balance of fees which he is called upon to account for should be, \$11,518.28.

#### Fifth exception.

This defendant excepts to the taxation of costs of this report and account by the auditor as shown on page 2 of "Schedule A" to be \$350.00. The grounds of exceptions is not to the amount of the auditor's fees but to apportioning same  $\frac{2}{3}$  against this defendant and  $\frac{1}{3}$  against the complainant. This defendant claims that all costs should be taxed against the complainant.

#### Sixth exception.

This defendant excepts to the amount found to be due to the complainant from this defendant, as shown on page 2 of "Schedule A" of the auditor's report to be \$7,462.20; and claims that by a proper allowance of the items set forth in the foregoing exceptions, the amount should be found as due the complainant from this defendant to be \$2,879.57.

HENRY M. EARLE,  
*A'm'r of Wm. E. Earle, Deceased.*

323 I hereby certify that I am counsel for the defendant in the above entitled cause, Henry M. Earle, administrator of Wm. E. Earle, deceased, and that in my opinion the matters of law stated in the foregoing exceptions to the auditor's report are well founded in law.

JOHN C. GITTINGS,  
*Sol'r for Defendant.*

CITY OF NEW YORK, }  
*State of New York,* } ss:

I Henry M. Earle, being first duly sworn, on oath do say that I have read the foregoing exceptions and the facts stated in said exceptions as true, I know to be true, and those stated on information and belief I believe to be true; and I further state that said exceptions are not filed for delay.

HENRY M. EARLE.

Sworn and subscribed to before me this 9th day of December, 1902.

[SEAL.]

HENRY C. QUINBY,  
*Notary Public, New York County.*

324 *Certificate and Affidavit of Counsel.*

Filed December 12, 1902.

Supreme Court of the District of Columbia.

THOMAS E. WAGGAMAN, Adm'r, &c.,	} Equity. No. 21962.
vs.	
HENRY M. EARLE, Adm'r, &c.	

DISTRICT OF COLUMBIA, ss:

Thomas E. Waggaman being duly sworn deposes and says that he is the complainant in the above entitled cause. That the exceptions taken by him to the report of the auditor are not filed for delay, and that the allegations of fact in said exceptions are true, to the best of his knowledge and belief.

T. E. WAGGAMAN.

Subscribed and sworn to before me this 11th day of December, A. D., 1902.

[SEAL.]

CLARKE WAGGAMAN,  
*Notary Public.*

We, counsel for the complainant in the above entitled cause, certify that, in our opinion, the matters of law stated and set forth



194 T. E. WAGGAMAN, ETC., VS. H. M. EARLE, ETC., AND

in the exceptions filed by the complainant to the auditor's report in the above entitled cause are well founded in law.

WM. J. MILLER,  
S. T. THOMAS,  
IRVING WILLIAMSON,  
*Solr's for Compl't.*

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*Decree.*

Filed March 26, 1903.

In the Supreme Court of the District of Columbia.

THOS. E. WAGGAMAN, Adm'r James H. Causten,	} In Equity. No. 21962.
<i>vs.</i>	
HENRY M. EARLE, Adm'r Wm. E. Earle, Deceased.	

This cause came on to be heard at this term upon exceptions by the complainant and the defendant to the report of the auditor filed herein, November 13th, 1902 and being argued by counsel for the respective parties and submitted, it is this 26th day of March 1903 adjudged, ordered and decreed that all of said exceptions be and the same are hereby overruled; and that said report of the auditor be and the same is hereby ratified and confirmed.

By the court:

A. B. HAGNER,  
*Asso. Justice.*

From the foregoing decree the defendant appeals to the Court of Appeals and his appeal bond is hereby fixed at \$10,000, to operate as a supersedeas.

A. B. HAGNER.

26 March '03.

From the foregoing decree the defendant appeals to the Court of Appeals and his appeal bond is hereby fixed at \$250. not to operate as a supersedeas.

A. B. HAGNER,  
*Asso. Justice.*

6 Ap'l /03.

No objection

S. T. THOMAS.

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### Order Book.

Supreme Court of the District of Columbia.

T. E. WAGGAMAN, Adm'r, &c., }  
*vs.* } Equity. No. 21962.  
 HENRY M. EARLE, Adm'r, &c. }

APRIL 7, 1903.

The clerk will please enter an appeal by the complainant to the Court of Appeals from the decree passed on March 26, 1903, confirming auditor's report and issue citation to Henry M. Earle, adm'r, &c.

I. WILLIAMSON,  
S. T. THOMAS,  
W. JNO. WILLER,  
*Sol'rs for Complainant.*

Appeal entered 1903-4-7.  
By CLERK.

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*Order.*

Filed April 8, 1903.

In the Supreme Court of the District of Columbia.

THOMAS E. WAGGAMAN, Administrator, &c.,  
*vs.*  
 HENRY M. EARLE, Administrator, &c. } Equity. No. 21962.

It appearing to the court that the complainant in the above entitled cause has entered an appeal to the Court of Appeals from the decree passed herein on March 26, 1903, it is this 8th day of April, A. D., 1903, on motion of said complainant, adjudged and ordered by the court that the penalty of the bond for costs to be given by said complainant on said appeal be fixed in the sum of two hundred and fifty dollars.

A. B. HAGNER, *Justice.*

**I consent to this order and waive citation.**

JOHN C. GITTINGS,  
*Sol'r for Def't.*

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*Memoranda.*

April 8, 1903.—Appeal bond filed by complainant.

April 13, 1903.—Appeal bond filed by defendant.

May 8, 1903.—Time to file transcript of record in Court of Appeals extended from time to time to May 1, 1904.

329

*Stipulation.*

Filed March 2, 1904.

In the Supreme Court of the District of Columbia.

THOMAS E. WAGGAMAN, Adm. d. b. n. c. t. a.,	} Equity. No. 21962.
vs.	
HENRY M. EARLE, Adm. d. b. n. c. t. a.	

It is hereby stipulated and agreed by and between the parties to this cause that one of the contracts entered into by William E. Earle with claimants and one of the contracts entered into by Curtis, Pickett, and Earle with claimants after William E. Earle's death are sufficient to go into the record for the Court of Appeals, as they are all identical in form; and it is further stipulated and agreed that the contract between John C. Ropes administrator, with William E. Earle, and the contract between John C. Ropes adm. and Curtis Pickett and Earle be used for this purpose.

IRVING WILLIAMSON,  
S. T. THOMAS,  
*Sol's for Compl't.*  
WM. JNO. MILLER,  
*Asso. Sol'r.*

JOHN C. GITTINGS,  
*Sol'r for Def't.*

330

*Directions to Clerk for Preparation of Transcript.*

Filed March 2, 1904.

In the Supreme Court of the District of Columbia.

THOMAS E. WAGGAMAN, Adm. d. b. n. c. t. a.,	} Equity. No. 21962.
vs.	
HENRY M. EARLE, Adm. d. b. n. c. t. a.	

The clerk will please make up the record for the Court of Appeals and include therein the following pleadings and papers, and no other :

- Bill of complaint and exhibits thereto.
- Answer of defendant.
- Replication.
- Order of reference to auditor.

Auditor's report and testimony, including the following exhibits :

1. The several accounts filed by the defendant.
2. Statement of Kliensmedt, clerk Court of Claims.
3. Contract between John C. Ropes, admin., and Wm. E. Earle.
4. Letter from H. M. Earle to Waggaman, Sept. 15th, 189—.
5. Letter from H. M. Earle to Waggaman, Nov. 22d, 1894.
6. Contract between John C. Ropes, admin., and Curtis, Pickett and Earle.
7. Letter from Waggaman to Wm. E. Earle, dated March 31, 1893.
- 331 8. Contract between Clark, Simms and Stuart and Brown and Wm. Earle.
- 8½. Record of equity cause, Earle vs. John F. Stuart *et al.*
9. Arbitrators' decision in Earle vs. Clark and Simms.
10. Contract between Wm. E. Earle and Curtis.
- 11 & 12. Letters from Wm. E. Earle to Miss Young, dated May 1st, 1891, and September 19, 1901.
13. Contract between Curtiss, Pickett and H. M. Earle.
14. Contract between Wm. E. Earle and Shellabarger and Wilson.
15. Contract where Earle, Stephens and Shellabarger and Wilson were jointly employed.

Exceptions to auditor's report filed by both parties.

Final decree; appeal taken therefrom taken by both parties.

Appeal bonds filed by both parties; and the several orders extending the time, in which to file case in the Court of Appeals.

IRVING WILLIAMSON,  
S. T. THOMAS,  
WM. JNO. MILLER,  
*Solicitors for Plaintiff.*

JOHN C. GITTINGS,  
*Solicitor for Defendant.*

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*Stipulation, &c.*

Filed April 13, 1904.

In the Supreme Court of the District of Columbia.

THOMAS E. WAGGAMAN, Adm.,	} Equity. No. —.
vs.	
HENRY M. EARLE, Adm.	

It is hereby stipulated and agreed, by and between the parties to this cause, that the clerk, in making up the records of the Court of Appeals, shall use copies of the three papers which are attached hereto, and substituted in place of the original, being, first—the letter from Henry M. Earle of September 15, 189—, to Thomas E. Waggaman, Esq.; second, the agreement between Wm. E. Earle,

party of the first part, and Shellabarger and Wilson; third, an agreement between Wm. W. Blackmar, administrator of the estate of Francis Armory, of the first part and Samuel Stevens, of Boston, and Shellabarger and Wilson and William E. Earle, of the city of Washington, of the second part.

I. WILLIAMSON,  
*Sol'r for Complainant.*  
 JOHN C. GITTINGS,  
*Sol'r for the Defendant.*

333

Filed April 13, 1904.

Office of Henry M. Earle, 1405 F street N. W.

WASHINGTON, D. C., *Sept. 15th, 189-*.

Thos. E. Waggaman, Esq.

DEAR SIR: Your letter of even date received, requesting me to give you in accordance with my conversation with you some weeks ago, my views, etc. etc., on the subject of the present status of the French spoliation cases. I have been very diligently at work at this matter, and in a few days will have gotten matters sufficiently straightened out, to inform you fully and will call on you. Trusting that you can hold the matter over until then, I am

Very truly yours,

HENRY M. EARLE.

Dictated.

*Memorandum.*

For agreement between William E. Earle and Shellabarger and Wilson, of date May 4, 1886, see Exhibit 1, page 280 of this record.

334 Agreement by and between Wilmon W. Blackmar, adm. of estate not already administered of Francis Amory, late of Milton, Mass., of the first part, and Samuel Stevens, of Boston, Shellabarger & Wilson, and William E. Earle, of Washington, D. C., party of the second part.

Witnesseth that, whereas the — first part is interested in the collection from the United States of a certain claim or claims for the destruction of property by French spoliation prior to July 30th, 1801, the adjudication of which is provided for by the act of Congress approved the — day January, 1885, entitled "An act to provide for the ascertainment of claims of American citizens for spoliations committed by the French prior to the 31st day of July 1801."

Which claim is for the loss of the Eliza and others.

The party of the first part, in consideration of the agreement by said second party (said Stevens as agent, Shellabarger & Wilson, and William E. Earle as attorneys at law), to faithfully prosecute

the collection of said claim under said act, hereby employes said second party as agent and attorneys to prosecute said collection by taking, preparing and presenting such testimony as may be obtainable and requisite for the due prosecution of said collection, and by attending, as attorneys, to said prosecution before the Court of Claims, at Washington, D. C., as provided by act of Congress; and such first party further agrees to promptly, and in due season, furnish such second party with all the papers, documents, information, evidence and other aid which it shall be within the power of the

335 first party to furnish; and which may be deemed by the second party required or useful for the prosecution of said collection, and the first party further agrees to allow and pay unto said second party for said services, an amount equal to twenty-five per cent. of whatever shall be collected upon said claim, said twenty-five per cent. being the amount agreed upon between the said parties hereto, as a just and reasonable compensation for said services.

And it is further agreed that said party shall hold such liens and other rights for securing such compensation as are lawful under and contemplated by the acts of Congress.

And such second party, in consideration of all the premises aforesaid, hereby agree faithfully, and to the best of their skill, to render unto the first party the services above named and described, and to accept in full compensation therefor the above-named compensation as stipulated to be paid by the first party, the said first party having advanced thereon the sum of one hundred dollars as a retainer, and to cover all expenses, including printing and the taking of testimony, which sum is to be deducted from the twenty-five per cent. above stated, when the claim is recovered.

In witness whereof the said parties respectively of the first and second parts, hereto set their hands this 4th day of February, 1886.

(S'g'd)

WILMON W. BLACKMAR,  
*Adm'r Estate Francis Amory.*

(S'g'd)

SAM'L STEVENS,  
*For Party of Second Part.*

Received one hundred dollars as retainer on this contract, the same to be deducted from whatever sum may become due the second party thereunder.

336 Supreme Court of the District of Columbia.

UNITED STATES OF AMERICA, { ss :  
*District of Columbia,*

I, John R. Young, clerk of the supreme court of the District of Columbia, hereby certify the foregoing pages, numbered from 1 to 335, inclusive, to be a true and correct transcript of the record, as per

directions of counsel herein filed, copy of which is made part of this record, in cause No. 21,962, in equity, wherein Thomas E. Waggaman, administrator *de bonis non* with the will annexed of James H. Causten, deceased, is complainant, and Henry M. Earle, administrator *de bonis non* with the will annexed of William E. Earle, deceased, is defendant, as the same remains upon the files and of record in said court.

In testimony whereof, I hereunto subscribe  
Seal Supreme Court my name and affix the seal of said court, at  
of the District of the city of Washington, in said District, this  
Columbia. 19th day of April, A. D. 1904.

JOHN R. YOUNG, *Clerk*.

Endorsed on cover: District of Columbia supreme court. No. 1422. Thomas E. Waggaman, adm'r, &c., appellant, vs. Henry M. Earle, adm'r, &c.; and No. 1423. Henry M. Earle, adm'r, &c., appellant, vs. Thomas E. Waggaman, adm'r, &c. Court of Appeals, District of Columbia. Filed April 20, 1904. Henry W. Hodges, clerk.





APR 5 1905

*Henry W. Hodges,*  
*clerk*  
**Court of Appeals, District of Columbia.**

**APRIL TERM, 1905.**

**No. 1422.**

**THOMAS E. WAGGAMAN, ADMINISTRATOR DE BONIS  
NON WITH THE WILL ANNEXED OF JAMES H. CAUSTEN,  
DECEASED, APPELLANT,**

*vs.*

**HENRY M. EARLE, ADMINISTRATOR DE BONIS NON WITH  
THE WILL ANNEXED OF WILLIAM E. EARLE, DECEASED,**

**AND**

**No. 1423.**

**HENRY M. EARLE, ADMINISTRATOR DE BONIS NON WITH  
THE WILL ANNEXED OF WILLIAM E. EARLE, DECEASED,  
APPELLANT,**

*vs.*

**THOMAS E. WAGGAMAN, ADMINISTRATOR DE BONIS  
NON WITH THE WILL ANNEXED OF JAMES H. CAUSTEN,  
DECEASED.**

**BRIEF ON BEHALF OF HENRY M. EARLE, AD-  
MINISTRATOR D. B. N. C. T. A. OF WILLIAM E.  
EARLE, DECEASED, APPELLEE IN 1422 AND  
APPELLANT IN 1423.**

**JOHN C. GITTINGS,**  
*Attorney for Henry M. Earle.*



# Court of Appeals, District of Columbia.

APRIL TERM, 1905.

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No. 1422.

THOMAS E. WAGGAMAN, ADMINISTRATOR DE BONIS  
NON WITH THE WILL ANNEXED OF JAMES H. CAUSTEN,  
DECEASED, APPELLANT,

vs.

HENRY M. EARLE, ADMINISTRATOR DE BONIS NON WITH  
THE WILL ANNEXED OF WILLIAM E. EARLE, DECEASED,

AND

No. 1423.

HENRY M. EARLE, ADMINISTRATOR DE BONIS NON WITH  
THE WILL ANNEXED OF WILLIAM E. EARLE, DECEASED,  
APPELLANT,

vs.

THOMAS E. WAGGAMAN, ADMINISTRATOR DE BONIS  
NON WITH THE WILL ANNEXED OF JAMES H. CAUSTEN,  
DECEASED.

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## HISTORY OF CASE.

For more than fifty years prior to the year 1885 there had been considerable agitation in Congress for the payment of what was known as "the French spoliation claims." The late James H. Causten had collected a great deal of data and

documents and what he termed records in relation to these claims, and had advocated their payment by Congress. Some time subsequent to his death, to wit, on the 20th day of January, 1885, Congress passed an act making the Court of Claims the tribunal to hear and determine the facts in relations to these claims, and designated a certain fixed time in which all claimants must file their petitions in said court (act January 20, 1885, U. S. Stat. at Large, vol. 23, p. 283).

Thereafter, to wit, on the 18th day of April, 1885, Thomas E. Waggaman was appointed administrator *de bonis non* by the orphans' court of the District of Columbia of the estate of the late James H. Causten. Among the effects or alleged assets of the said Causten were the papers and documents relating to the "French spoliation claims," which were claimed at that time to be of considerable value. Thereafter, on the 1st day of May, 1885, the orphans' court passed a decree authorizing Thomas E. Waggaman to enter into a contract with the late William E. Earle in relation to the custody and control of all the books, papers, documents, and records among the assets of the late James H. Causten which related in any way to the French spoliation claims, and in the month of June of that year the said Earle and the said Waggaman did enter into a contract, as provided for by the said decree, which was thereafter, on the 5th day of June, 1885, approved by said court (Rec., pp. 5, 6, 7). This contract, which was in writing, but not under seal, provided, among other things, that Earle should keep true books of account, in which were to be entered all the retainers and fees received by him and all the expenses attending the prosecution of the claims, which books of account were to be open at all times to the inspection of Waggaman or his successor in office.

Paragraph 3 of this contract provided that said Earle should pay unto Waggaman 25 per cent. of all fees received by him after deducting therefrom the proper expenses incurred by him since the passage of the act of Congress referring the cases to the Court of Claims, "such as clerk hire,

printing, advertising, office rent, and *compensation of other attorneys necessarily associated with him in whose compensation he does not share.*" And it further provided that settlements between the parties should be made every six months, and the proportionate part of the fees due Waggaman or his successor in office be paid at such settlement. Paragraph 5 of this contract provided that all the retainers were to be used by Earle and not accounted for until a final settlement under the contract.

At the time of entering into this contract with Waggaman as administrator of the Causten estate Earle represented a large number of French spoliation claimants, and shortly thereafter he entered into divers other contracts with both claimants and attorneys representing claimants, as associate counsel. The sole consideration for these contracts moving from Earle to the claimants was the rendering of his personal services as an attorney. (See Ropes' contract, Rec., p. 144; Stevens' contract, Rec., pp. 198-9, and contract with Baltimore attorneys, Rec., pp. 146 to 150.)

It appears from these contracts with the claimants Earle's services did not cease when obtaining findings of facts favorable to the claimants in the Court of Claims, but required him to render such additional services before Congress as might be found necessary in obtaining an appropriation for the payment of the claims. (See 2d paragraph of contract with Baltimore attorneys, Rec., p. 148; also testimony of W. S. T. Curtis, Rec., pp. 89 to 94.)

The act of January 20, 1885, provided that all claimants should file their petitions in the Court of Claims prior to the 1st of January, 1887. Mr. Earle was employed in between 2,000 and 3,000 cases, and before the year 1887 had filed in the Court of Claims petitions in every case where he represented the claimant. This entailed an enormous amount of labor, and required the employment of a considerable force of clerks and associate attorneys. It appears from Mr. Curtis' testimony that he was employed by Mr. Earle early

in 1885 to block out the petitions, which were required to be first engrossed and then printed, and his, Curtis', entire time was employed in obtaining data by searching the records of the State Department and the records of the different custom-houses of the United States and the papers known as the "Causten records." There was also a voluminous amount of correspondence to be attended to, and there were numerous attorneys in the field endeavoring to represent the claimants. Mr. Earle found it necessary to employ some one who could translate the French and Spanish dialect known as the West Indian Patois, as a large number of the records and documents containing evidence were in this dialect (Rec., pp. 55-56). Mr. Earle's entire time was devoted to trying these cases before the Court of Claims.

As early as December, 1886, awards had been made by the Court of Claims in a large number of cases and certified to Congress for payment. There were repeated endeavors made from 1886, at every session of Congress, by Mr. Earle and the other attorneys associated with him, including Messrs. Shellabarger & Wilson, of Washington, D. C., and John E. Simms, John and David Stewart, Frank P. Clarke, and Robert Riddle Brown, of Baltimore, besides other attorneys representing claims in which Mr. Earle had no interest, namely: Ex-Governor Boutwell, of Massachusetts; George A. King, of Boston, Massachusetts, and Leonard Meyers, of Philadelphia, Pennsylvania, up to December, 1889, without meeting with any success. Mr. Earle, however, not being discouraged, continued the prosecution of the other cases before the Court of Claims, securing awards as fast as possible and having them certified to Congress. From time to time during these years Earle employed other gentlemen to assist him in presenting the matter before Congress and in writing arguments and preparing briefs to be presented before the several committees of Congress, he then believing, as all the other attorneys interested in these claims believed, that if they could once secure from Congress an

appropriation for the payment of the claims then certified there would be no difficulty in securing future appropriations for the balance of these claims. So in this connection from time to time he employed the firm of Omer D. Conger & Son, Hon. Phillip B. Thompson, Wm. S. Hutchins, Esq., Frank P. Morgan, Esq., Hon. Henry W. Worthington, Robert B. Bradford, Esq., the Hon. H. D. Money, the firm of Dudley & Michener, and the Hon. C. R. Shelley as special attorneys to assist him in preparing briefs and to make arguments before the different committees of the House and Senate, and through the united endeavors of all these attorneys finally secured from Congress an appropriation on March 3, 1891.

After the securing of this appropriation Waggaman, as administrator of the Causten estate, and some of the heirs, Miss Josephine Young and Mr. Robert Shriver, called upon Mr. Earle, and were, according to their testimony, then notified by him that there would be no money to be distributed out of his fees secured from this appropriation, owing to the enormous expense he had been put to up to that time, at the same time informing them that this opened the way to future appropriations, from which every one would be amply paid. The books of account, which were at that time exhibited to Waggaman, showed that the total amount collected as fees by William E. Earle was \$38,745.63, and the necessary expenses in carrying the claims up to July, 1893, when the last collection was made under the appropriation of 1891, amounted to \$57,318.66.

At this time there had been certified to Congress awards from which Earle would have realized fees amounting to nearly \$50,000, if an appropriation had been made in 1893, out of which there would have been a large balance for distribution, and Waggaman was perfectly aware of this fact. According to the record of this case, at that time, there was no question in dispute between Earle and Waggaman as to the legitimacy of the expenses incurred by Mr. Earle for special

counsel. The only one who did object was Miss Josephine Young, which objection, of course, amounted to nothing, as shown by the stand taken by Mr. Earle. (See letters, Rec., pp. 180-182.) Waggaman made no objection, although he pretends to have done so in his testimony and claims to have written several letters to Mr. Earle at this period, yet, when given the privilege of producing copies of any letters written to Earle, one letter is produced which absolutely shows a contrary position taken by him at that time (Rec., pp. 79-80). In reference to the suggestions made by Mr. Waggaman in this letter we find by the testimony of Mr. Pickett that the books and vouchers were immediately put in the condition suggested by him in the letter, and that he (Waggaman) afterwards called and went over them and never thereafter questioned the account. (See Pickett's testimony, Rec., p. 48.)

Unfortunately for the defendant, William E. Earle died in August, 1894. From March 31, 1893, up to the time of his death, although there had been no appropriation by Congress, there evidently was no contention existing between complainant and the late William E. Earle as to the 1891 appropriation or the expenses incurred thereunder.

In 1895, the last year of Cleveland's administration, there was an appropriation bill passed for the payment of the claims then pending before Congress. After the passage of this bill, and prior to it being vetoed by President Cleveland, we find the Causten administrator writing to Henry M. Earle in reference to the cases. After the veto French spoliations were considered absolutely dead, and nothing was said and nothing whatever was done by the Causten administrator until French spoliations were resurrected and Waggaman's interest revived by the act of Congress of the 3d of March, 1899, which made appropriation for the claims that had been certified to Congress prior to William E. Earle's death.

To go back a step, we find at the time of William E. Earle's death that all of the contracts made with him, of course,



ceased to exist. His widow, who was his executrix, and his son, the present administrator *d. b. n. c. t. a.*, who is the defendant in this suit, undertook to do all they could to preserve William E. Earle's interest in these claims. To do this they entered into an agreement with Messrs. W. T. S. Curtis and Theodore J. Pickett, both of whom had been intimately associated with Mr. Earle in the French spoliation claims during his lifetime, and, according to the evidence in this case, were the only persons who were capable of protecting William E. Earle's interest in the claims and prosecuting the same. This agreement provided that Messrs. Curtis and Pickett should prosecute the claims that were then pending before Congress for appropriation, and continue the prosecution of the other cases before the Court of Claims, they agreeing to pay three-tenths of the expenses in relation to the cases then pending before Congress for appropriation and receive three-tenths of William E. Earle's fees; and in those cases which had not been certified to Congress, but were still pending before the Court of Claims, they to receive 50 per cent. of William E. Earle's fees and pay 50 per cent. of the expenses (Rec., p. 182).

It is provided by the rules of the Court of Claims that there can be only one attorney of record. Rules 8 and 9 are in the following language:

*"There shall be but one attorney of record for the claimant in any case at any one time, but a claimant may be permitted to change his attorney on such conditions as the court may prescribe. A firm of attorneys will be regarded as an attorney of record."*

Rule 9: *"Petitions, pleadings and motions on the part of the claimant must be signed by the attorney of record."*

By reason of the death of William E. Earle there was no counsel of record representing any of the claimants with whom William E. Earle had contracts. Consequently, to protect the interest of William E. Earle's estate it was necessary that some attorney be employed who was a member of

the bar of the Court of Claims and competent to prosecute the cases, all of which Waggaman knew. There was nothing on earth to hinder other attorneys who were members of the bar of the Court of Claims from securing contracts with those claimants who were represented by Earle prior to his death.

Henry M. Earle at the time of his father's death was not a member of the bar, but a student of law. However, on the 31st of October, 1894, he was admitted to the bar of the supreme court of the District of Columbia. Realizing that his father's estate was insolvent and the only assets of any value were these interests in the French spoliation claims, he endeavored by all means in his power to retain possession of these claims for the benefit of the estate, in consequence of which he had his father's executrix to enter into a contract authorizing him to make such contracts as were necessary to protect the interests of the estate in those claims which his father had represented during his lifetime. Recognizing his inability by reason of his inexperience and youth and the necessity of associating some one who was familiar with the claims and the manner of prosecuting the same in the Court of Claims, he entered into a contract with Messrs. Curtis and Pickett. Waggaman, of course, was aware of the fact that something had to be done to protect the interest of Earle's estate in these claims, but neither said nor did anything.

After entering into the contract with Messrs. Curtis and Pickett, they being members of the bar of the Court of Claims, and having been associated with the late William E. Earle in the prosecution of these cases, immediately took the necessary steps to secure contracts with the claimants and powers of attorney, which was done in every instance except in those cases known as the Baltimore cases, in which nothing was done at that time. The character of contract entered into by Curtis and Pickett with the claim-

ants is evidenced by the agreement between John C. Ropes, of Boston, and Curtis, Pickett and Earle (Rec., pp. 145-146).

After securing contracts with claimants the necessary motions were made suggesting the death of William E. Earle and their appearance entered in behalf of the claimants, after which they continued the prosecution of the cases both in the Court of Claims and in Congress, and not a word of objection to the making of this contract by H. M. Earle with Curtis and Pickett do we hear from Waggaman until a long time after the appropriation of March 3, 1899.

Shortly after the act of March 3, 1899, a controversy arose between the Baltimore attorneys associated with the late William E. Earle as to the rights of the Earle estate under their agreement (agreement, Rec., pp. 146-150), and it finally became necessary for the defendant, Henry M. Earle, for the protection of the interest of his father's estate under this agreement, to file a bill in equity to enjoin the Baltimore attorneys from entering their appearance in the Court of Claims and obtaining warrants for payment of claims represented by themselves and William E. Earle jointly (copy of bill, Rec., pp. 152 to 158). A preliminary injunction was obtained against the Baltimore attorneys, and Waggaman intervened in the proceedings (Rec., pp. 169, 170, 171).

Finally, by consent of all parties, an agreement was entered into dismissing the equity suit and submitting the controversy to Messrs. Worthington and Davis, as arbitrators (order dismissing suit, Rec., pp. 175-176). After the award of the arbitrators, at the request of Waggaman, Henry M. Earle rendered him an itemized account, showing expenses and receipts in relation to securing the appropriations of the 3d of March, 1891, and the 3d of March, 1899, which showed a balance due the administrator of the Causten estate of \$2,879.57. Being dissatisfied, Waggaman filed his bill for an accounting, claiming the account rendered by H. M. Earle was inaccurate and embraced improper disbursements and failed to account for certain retaining fees received by Wil-

liam E. Earle. The defendant filed an answer to said bill of complaint, wherein he claims the account is accurate and that no improper charges were made and no fees received which are not accounted for in accordance with the terms of the agreement. By consent, the cause was referred to the auditor to state the account and take such proof as necessary.

After the taking of considerable testimony, the auditor filed his report (Rec., pp. 11 to 21, inclusive) reporting a balance due from the estate of William E. Earle to the estate of James H. Causten of \$7,462.20. To this report and account both the complainant and the defendant excepted, which exceptions will be found on Record pages 187 to 193. The case came on to be heard upon the auditor's report and the several exceptions thereto, and on the 26th day of March, 1903, the court passed the following decree:

"This cause came on to be heard at this term, and exceptions by the complainant and the defendant upon the report of the auditor, filed herein November 13, 1902, and being argued by counsel for the respective parties and being submitted, it is, this 26th day of March, 1903, adjudged, ordered and decreed that all of said exceptions be, and the same are hereby overruled; and the said report of the auditor be, and the same is, hereby ratified and confirmed.

"By the court:

"A. B. HAGNER,  
"Associate Justice."

From this decree both parties appealed to this court (Rec., p. 194).

ASSIGNMENTS OF ERROR OF HENRY M. EARLE, APPELLANT  
IN No. 1423.

The court below erred :

*First.* In overruling appellant's first exception (Rec., pp. 189-190) to the auditor's report in relation to the refusal to allow all the payments made by the late William E. Earle to "the special attorneys" employed by him (Rec., p. 14).

*Second.* In overruling appellant's second exception (Rec., p. 191) to that portion of the auditor's report relating to the refusal to allow the full payment of \$15,164.78 to Curtis and Pickett under agreement of November 23, 1894, for services rendered in securing the appropriation under act of 1899 (auditor's report, Rec., pp. 15 and 16).

*Third.* In overruling appellant's third exception (Rec., p. 192) to that portion of the auditor's report relating to office expenses, wherein appellant is given credit for \$21,780.32, instead of \$22,320.22 (auditor's report, Rec., p. 17, Schedule "A").

*Fourth.* In overruling appellant's fourth exception (Rec., p. 192) to Schedule "A" of the auditor's report, wherein he finds the net fees to be accounted for by William E. Earle to be \$30,198.82 instead of \$11,518.28, as shown by account filed by appellant.

*Fifth.* In overruling appellant's fifth exception (Rec., p. 192) to the auditor's report relating to the taxation of costs.

*Sixth.* In overruling appellant's sixth exception (Rec., p. 192) to that portion of the auditor's report wherein he finds there is a balance due from the Earle estate to the Causten estate of \$7,462.20, instead of \$2,879.50, as claimed by appellant.

## ARGUMENT.

Before taking up the assignments of error in No. 1423, relating to Earle's exceptions to the auditor's report, I shall endeavor to dispose of the exceptions taken by Waggaman to the auditor's report. Owing to the fact that I have not had the advantage of seeing Mr. Waggaman's brief or assignments of error, I will have to discuss his exceptions in a general way. The record containing cross-appeals, to prevent confusion in my argument I shall use the terms COMPLAINANT and DEFENDANT, designating the respective parties as they stood before the court below.

Most of complainant's exceptions are of such a general character that this court, in view of its former decisions, should disregard in toto.

They absolutely fail to conform to the rule as laid down by this court and the Supreme Court of the United States as essential to the proper consideration of exceptions to an auditor's or master's report. In this category can be placed the first exception, which relates to "office rent;" the second exception, which relates to "other office expenses," and the third exception, which relates to "office expenses from July 15th, 1893, to November 1st, 1900."

In the account filed before the auditor by the defendant it will be seen that these several exceptions relate to 781 items as set forth in said account, and they absolutely fail to point out any particular item or any particular class of items, nor is any reason given why any particular item or class of items should not have been allowed by the auditor; and in proof of said items there is contained in the neighborhood of one hundred pages of testimony taken before the auditor and seven hundred odd vouchers which were offered in evidence. The following cases seem to be directly in point:

York *vs.* Tyler, 21 D. C., 265.

Haller *vs.* Clark, 21 D. C., 128.

Richardson *vs.* Van Auken, 5 App. D. C., 209.

Complainant's fourth exception to the auditor's report is the allowance of a credit of \$6,150 paid by the late William E. Earle to William T. S. Curtiss, and complainant's fifth exception to the auditor's report is the allowance of a credit of \$10,400 paid to T. J. Pickett by the late William E. Earle for clerical services. I submit these are also of such a general character that they should not be considered by this court; but if the court should be of the opinion that they are sufficiently specific, I respectfully direct the court's attention to the evidence of Mr. Curtis, on pages 55 to 63, where he states that he was employed by Mr. Earle as a clerk to assist him in the preparation of petitions in the Court of Claims, and that there was a written contract (see Rec., p. 179), which contract shows said Curtis was to receive at the rate of fifty dollars per month in cash and fifty dollars per month to be paid out of the first fee received by Earle on account of said French spoliation cases, and that at the time he entered into the arrangement with Mr. Earle he was associated with Messrs. Shellabarger & Wilson, and had been a member of the bar for about six years.

As to the amount paid Theodore J. Pickett being reasonable and proper, we direct the court's attention to Pickett's testimony, on page 64, where he states he was to receive the sum of one hundred dollars per month, and his duties consisted of searching the records to find data upon which to file the suits; searching records in the State and Treasury Departments and the congressional records, besides doing the general duties of a clerk in the office; that prior to going to Mr. Earle as a clerk he was receiving a salary of from sixty to seventy-five dollars a month and expenses; when he was in charge of the work on the James river he got seventy-five dollars per month and expenses; that after he was admitted to the bar he assisted as counsel in arguing some of the cases in the Court of Claims.

In view of the above, defendant contends that the first five exceptions to the report, without considering the question of

the laches, to which I shall hereafter devote considerable argument and proof to show that said doctrine is applicable to all of these exceptions, the proof clearly shows that they were perfectly proper and reasonable payments, and the auditor was in duty bound obliged to allow a credit for same.

; Complainant's sixth, seventh, and eighth exceptions involve two questions of law, which I shall hereafter discuss in connection with the exceptions of defendant. Complainant's ninth exception, which is to the allowance by the auditor of a credit of seven hundred dollars paid one L. B. Clark, seems to be based upon the ignorance of counsel as to what the evidence discloses as to the services rendered.

I submit that there is absolutely nothing in the record showing that L. B. Clark rendered lobbying services; in fact, the services shown by the testimony were clerical services rendered to Mr. Earle in securing necessary data by examination of the custom-house records in Connecticut and Rhode Island, the Court of Claims requiring the American character of the vessels to be proved by the custom-house records and the cargo to be proven by the manifest. It therefore was essential that these records should be examined. (See the testimony of T. J. Pickett, page 75.)

The complainant's sixth, seventh, and eighth exceptions will hereafter be considered with defendant's exceptions as assignments of error of appellant in No. 1423, as they embrace identically the same points.

In discussing defendant's exceptions they may be classed under two heads.

*First.* The question relative to payments made to special attorneys by Mr. William E. Earle during his lifetime for services rendered in assisting and securing the appropriation act of 1891.

*Second.* The contract made by Henry M. Earle, administrator, on the 13th of August, 1894, with Messrs. Curtis and



Pickett to continue the prosecution of the French spoliation claims for the benefit of the Earle estate, agreeing to pay said Curtis and Pickett three-tenths of said William E. Earle's fees, or three-tenths of the interest of said estate of William E. Earle in said fees, and the said Curtis and Pickett agreeing to pay three-tenths of the expenses incident to the prosecution of said claims to a final conclusion.

#### FIRST.

The auditor has decided, and to which we take no exception, that the books of account kept by William E. Earle sufficiently established the payment by him to the several special attorneys, aggregating a total of the sum of seventeen thousand seven hundred fifty-eight dollars and five cents, and there is no exception filed by complainant which specifically takes issue with this ruling; and we submit, therefore, that, in so far as the said payments made by the late William E. Earle being established, it is too late now to question the same. All that is alleged by the complainant in his exceptions upon the ground that the payments were never made is found in "Ground A," in complainant's sixth, seventh, and eighth exceptions, which is in the following language:

"Because there was no sufficient evidence before him that said sum was actually paid by William E. Earle."

I submit that this is entirely too general to be considered as an exception to this point. The auditor says, on pages 13 and 14 of his report, in discussing this question:

"One of the objections made in the premises is the want of sufficient proof of these expenditures; and this also applies to a number of other items of credit claimed in the account presented by the defendant. \* \* \* While the entries in these books may not be as full and comprehensive as might be desirable to intelligently inform the complainant of the condition of the business from time to time by mere inspection, I must hold that being kept under the said contract stipulation, they are, to a certain extent, made evi-

dence here by the said acts of the parties to the contract; and admitting them as evidence in connection with the testimony here, I find the claims so credited to the several expenditures presented by the defendant, to be sufficiently established."

This is a clear and specific statement of the finding of a fact by the auditor, based upon certain particular evidence which is enumerated in his report on the said pages, and if complainant desired to except to the ruling of the court in admitting said books in evidence he should have filed an exception which governed specifically this particular finding as a fact from the evidence, and, further, an exception to the admitting in evidence of these books which established the fact. The several cases cited *supra* seem to govern this point.

These payments having been established, the only question to be determined was whether or not they were proper payments, or, in other words, payments contemplated under the terms of the contract. This, we contend, they are.

Paragraph 3 of the contract between the defendant's testate and the complainant is as follows:

"In consideration of the books, \* \* \* said Earle shall pay to the said Waggaman \* \* \* twenty-five per centum of all fees received, or which shall hereafter be received by him in each case, after deducting from all such fees received or which shall hereafter be received by him, the proper expenses incurred by him since the passage of the act of Congress referring said cases to the Court of Claims, in the prosecution of the said French spoliation claims, such as clerk hire, printing, advertising, office rent, *and the compensation of other attorneys necessarily associated with him and in whose compensation said Earle does not share.*"

This reference to other attorneys necessarily employed by the said Earle in the contract, must appear to the minds of all reasonable men, was intended to clothe the late William E. Earle with a discretionary power in the matter—*i. e.*, if

the said Earle deemed it essential for the welfare of those who are interested in these contracts, to wit, the claimants, to employ the assistance of other parties, then he should have the right to do so. The fact that it was necessary and essential to employ these special attorneys is clearly established by the testimony of Messrs. Curtis and Pickett, and also the letters written by William E. Earle to Miss Young (Rec., pp. 180, 182), which were offered in evidence by complainant, and the conversations between the said Earle and Mr. Schriver (Rec., p. 80). Mr. Curtis testified (Rec., p. 55):

"I knew Mr. Earle; associated with him continually from 1885 to the time of his death in 1894, and I know that he devoted almost his entire time to these cases."

On page 57: "The claims were first presented to Congress for payment in 1886, and continuous efforts in every session until the first act was passed on the third day of March, 1891, by Mr. Earle, secured an appropriation." And speaking of Mr. Conger, Mr. Thompson, Mr. Hutchins, Mr. Morgan, Mr. Worthington, Mr. Mooney, Mr. Bradford, Messrs. Dudley and Michener and Mr. Shelley, Mr. Curtis says, in reply to the following question:

"Q. Do you know C. R. Shelley, and do you know what he did to assist Mr. Earle in the prosecution of these cases?"

"A. Yes, sir. He, like the other gentlemen, appeared before the committees and argued the legal questions and were often time and time and again at the office of Mr. Earle talking with him and preparing themselves for the presentation of those cases, and Mr. Earle coached them. The act of Congress sending these cases to the Court of Claims, did not make them judgments, but left it for Congress to say whether the findings of the court should be paid; and if it had not been for these services, we would never got a cent" (p. 59).

Mr. Curtis further said he considered the amounts very reasonable in view of the labor performed and the results obtained, and if it had not been for these services the fate of the French spoliation claims would have been doomed.

On cross-examination, at pages 60 to 63, witness speaks of data found by some one of the several special attorneys which materially assisted them in securing this appropriation, these claims being contested in Congress on the theory that France and America were at war, and the decrees by the French court were based upon that ground, and some one of these special attorneys having found data which absolutely established that none of the decrees by the French courts were based on the ground that the United States and France were at war, and refuted that statement in Congress. The testimony of Mr. Pickett on pages 63 and 64, 73, 74, 75, 88, 91, and 92, corroborates the testimony of Mr. Curtis to the effect that the services rendered to Mr. Earle were perfectly proper and legal services; they were services rendered to him in consultation in his office in relation to the manner in which the cases should be presented to the several committees, before whom the appropriation bills were then pending, and some of same wrote briefs. All of the gentlemen designated as special attorneys consulted with him in his office and left his office for the avowed purpose of appearing before these committees with the intention of arguing the questions before said committees.

There is absolutely no testimony in the record to show that any one of these several gentlemen who were paid by Mr. Earle were "lobbyists" or rendered such services which could be termed "lobbying." And there is not a scintilla of evidence in the record to show that these several gentlemen were not attorneys-at-law. I respectfully submit the fact that they were not members of the bar would be no reason why they were not competent to argue the matter before the committees; and it is only fair to assume that a man with the extensive knowledge in relation to these matters that Mr. Earle possessed, after having continually prosecuted these cases for five years before Congress, endeavoring to secure appropriations, chose only such gentlemen to assist him whom he knew could

render valuable legal services before the committees. I use the term "legal," not in the sense of such services as rendered by an attorney-at-law, but such services which are designated by the law as being legitimate and proper services to be rendered before a committee of Congress.

There are a large number of cases cited by the complainant's counsel in their brief which counsel for the defendant has not had an opportunity to examine, as no copy of the brief was handed to him, but he is informed by counsel for the complainant that they are the same cases which were used before the auditor upon this point. If this is so, I respectfully submit there is absolutely no case in the brief of complainant which is applicable to the question here being discussed. Every case there cited was in relation to a contract between a claimant and some individual who was suing to recover on a contract for services, and the burden being upon the plaintiff to establish his claim, he was compelled to show that he rendered proper legal services; and in every instance, as I recall, these cases established beyond question that the character of services rendered were illegal services.

Take the case of *Owens vs. Wilkinson*, decided by this court, D. C. Appeals, vol. 20, page 51. There Dr. Owens had a claim against the United States for pay, and it was found necessary to secure an act of Congress. Wilkinson's testimony was clear and open to the effect that the only services that he rendered in the matter were not in discussing the case before a committee of Congress, but in going to see members of Congress and Senators at his club, and asking these members of Congress and Senators, as a personal favor to him, to advocate the bill. That is the character of services which are condemned by courts of law, and held to be against public policy; but where is there a scintilla of testimony in this case that Mr. Earle paid one dollar to any gentleman, for which he claims a credit in this account, for rendering any other services than consulting with him, Earle, in his

office, and advocating the bill before the committees in the committee rooms of Congress?

The complainant will contend here that he, Earle, admitted in his conversation with Miss Young and with Mr. Schriver, as testified to by them and in the letters which he wrote to Miss Young, that he paid these several gentlemen for "lobbying." I submit, after reading Miss Young's and Mr. Schriver's testimony and reading these letters, it would take, in my opinion, a perverted mind to gather any such fact therefrom. This testimony clearly proves directly to the contrary; and, besides that, these letters establish two very apparent facts—first, that Earle in his lifetime strenuously contended that the services rendered were services which were embraced under the aforementioned clause in the contract, and, second, that they, in his opinion, *were absolutely essential to the interests of all concerned.*

This court, I respectfully submit, must take into consideration that the contract here in question, to wit, the one between complainant and William E. Earle, was based upon the fact that William E. Earle had secured contracts with claimants to render them professional services, for which he was to receive a certain contingent fee, he, said Earle, to bear all costs and expenses in the prosecution of the cases. Earle was to receive nothing until he had secured an appropriation from Congress. Some of the contracts specifically set forth the fact that he was to render all necessary services before the committee of Congress and pay all expenses of others associated with him in rendering services before any committees of Congress. This is specifically set forth in the contract between William E. Earle and the several attorneys in Baltimore who employed him to prosecute these cases in their behalf, which contract embraces a large number of claims. Here was a duty imposed upon Earle. Will it do now for the administrator of the Causten estate, having a contract based upon what Earle was to receive for professional services, to say that he, the administrator, was a bet-

ter judge, or that any court is a better judge, of what was necessary to be done at that time by Earle in promoting the interests of his clients? We submit, no. Certainly that was wholly a matter of discretion, over which Earle was the sole judge.

Suppose Earle had refused to employ or associate other counsel with him, if the testimony of Curtis and Pickett is to be credited, and it was not disputed, these claims never would have been paid. Here Earle had been working for five years, and the other counsel who were interested in French spoliation cases had been working for five years, Messrs. Shellabarger & Wilson, Mr. King, and ex-Governor Boutwell. This record shows that they were interested in these claims outside of any interest which Mr. Earle had in the French spoliation cases, and yet the entire efforts of all these gentlemen were fruitless. Without stating any other ground, in view of these facts I submit that it is unreasonable and unfair for Waggaman to now contend that Earle exceeded his authority; but there is still a further ground I urge to the court as governing the question as to the validity of these payments, and that is the ground of laches.

The contract here in question was not under seal, and a definite and fixed period is designated when settlements shall be made between the parties thereto. The order of court authorizing the administrator to make the contract also designates the period at which settlements shall be made, and it is in this language (fourth paragraph):

"A settlement between said Earle and said Waggaman, administrator as aforesaid, or his successor in office shall be made every six months, and the proportionate part of said fees due said administrator shall be paid over to said administrator or his successor in office at such settlement."

Now, then, what do the facts show as to the time that a settlement should have been demanded and should have

been had between the parties? There could of course be no settlement until there was an appropriation, as the only thing up to that time were expenses. The first appropriation was March 3, 1891. Six months from that date the complainant was entitled to a settlement. Now, what do the facts show in relation to his endeavor to secure a settlement at that date? The books, under the order of the court and under the contract, were open to his inspection at all times. These books, which were offered in evidence, according to the testimony of Mr. Pickett, had the specific entries of expenses and receipts. These books show that Mr. Earle had expended large sums of money for special attorneys. This fact was known to the administration in 1891. He testifies that he called at the office several times to examine the books, and at that time he had received letters from the heirs objecting to the payments to the special attorneys (Rec., p. 50). Mr. Williamson, Waggonman's counsel (Rec., pp. 51 to 53), testified that they called at Mr. Earle's office several times to examine these books, but they could not examine them by reason of their then condition. Mr. Pickett (Rec., p. 48) testified that Waggonman called at Earle's office on several occasions and a desk was placed at his disposal; Mr. Williamson was with him. The testimony of this gentleman further says that Mr. Earle then stated that he claimed that these payments were perfectly proper payments, and were necessary for him to make and were provided for under the contract, and that he should maintain that he was entitled to a credit therefor. The letters to Miss Young distinctly state what his position was in the matter and the stand he intended to take. All these conversations and letters between Mr. Earle and the several witnesses for the complainant took place in the year 1891.

In the year 1893, subsequent to any and all conversations—subsequent to all the questions arising between them as to the proper charges which Mr. Earle was entitled to a



credit for—Mr. Waggaman writes a letter to Mr. Earle, which will be found on pages 79 and 80 of the record, and I submit that this letter shows clearly and distinctly the only contentions that then existed between Mr. Earle and Mr. Waggaman were those contentions as set forth in this letter, and it is impossible for the complainant's counsel or any one else to interpret that letter so as to show that there was any contention on the part of Waggaman at that time *that these payments were not such payments as were contemplated under the terms of the contract*, nor was there any demand upon Mr. Earle for an accounting at that time, and the letter clearly and distinctly shows that the understanding between the parties was at that time that the books kept were an account stated. If not, why does Mr. Waggaman suggest that Mr. Earle shall arrange the debts and vouchers in such a manner that he can examine same?

Mr. Pickett's testimony in relation to these vouchers and books and the vouchers offered in evidence show that each one was numbered in such shape that it could be compared with the entries in the books, and that this was done prior to Mr. Earle's death. So three years subsequent to the six months from the date of the appropriation of March 3, 1891, expired, and not a demand made upon Mr. Earle for an account, nor a suit filed claiming one; and all this time Mr. Earle contending that these payments to special attorneys were proper payments, and that he would demand a credit for them; and, further, that by reason of this fact there would be no money for disbursement to the Caustens' interest, and that he, Earle, would only get back part of the money that he had advanced to pay the expenses of prosecuting these cases.

Is it not only reasonable to suppose that at that time and after an examination of the books that this claim of Mr. Earle was acquiesced in by the complainant?

But, further, we do not base laches wholly upon what occurred during Mr. Earle's lifetime, but let us go further

and see what occurred subsequent to Mr. Earle's death. The record shows that Mr. Earle died leaving a will. His wife was granted letters testamentary thereon; that she subsequently resigned her executrixship, and Henry M. Earle was appointed administrator *d. b. n. c. t. a.* Now, what then occurred? Complainant says, "We demanded an account of Henry M. Earle as administrator of his father and made these demands from time to time from 1894 up to 1900, when an account was rendered." This is the allegation as set forth in the seventh paragraph of his bill. They contend that this is admitted by the defendant's answer, but is that true? We submit it is not. While Earle does admit in his answer to the seventh paragraph of the bill that there were contentions existing during his father's lifetime as to the payment of these special attorneys, and that, as said in the seventh paragraph, his father and the complainant agreed to allow these contentions to rest until he, Earle, had gathered in the fruits of the 1891 appropriation. This, we submit, the record shows was long prior to the date upon which Waggaman wrote his letter which is found upon pages 79 and 80 of the testimony. Defendant distinctly denies that any attempt was made upon him, at the time he became the administrator in 1894, for any account, or that any demand was made upon him prior to the appropriation of 1899, five years subsequent to his appointment as administrator.

Now, what does the proof show in relation to this allegation? It is contended by counsel in argument that there are two letters in evidence from Henry M. Earle to the complainant, which are replies to demands upon him for an accounting. We submit that counsel's own testimony, to wit, Mr. Williamson's testimony, in speaking of these two letters offered in evidence from Henry M. Earle to Waggaman, dated September 15 and November 22, 1894, shows to the contrary. Mr. Williamson being asked this question :

- "Q. Are these all the letters you received from Mr. Earle?
- "A. Those are all that I can find now.

"Q. You don't mean to say that any of these letters are in reference to your demand for an account?

"A. One of those letters is a reply to a letter in 1894 in regard to some fact of the after custody of the papers. I am sure there was also a letter to Mrs. William E. Earle.

"Mr. Gittings states that he will agree to admit all press copies of letters demanding an account from Mr. Earle.

"Q. When you went over the books in the office of Mr. Earle (meaning William E. Earle) who was present?

"A. I am absolutely unable to tell at this time. A letter was written which I can produce, stating the difficulty in all these things" (Rec., pp. 51 to 53).

Does this not clearly show that defendant's contention is correct; that the complainant did not demand an accounting of him? Suppose they had, and if their argument was based upon the fact that there had been letters written either by Mr. Waggaman or his counsel, Mr. Williamson, to Mr. Henry M. Earle, would not they have been produced for use against the contention that was being made by the defendant that they were guilty of laches? They were given an opportunity to produce press copies of letters written to Henry M. Earle if they had any such. Is it not only fair to presume they would be produced, and does not the law assume that the failure to produce letters, without any offer to prove secondary testimony of their contents, that no such letters ever existed? We contend that it does. What was the reason of Waggaman writing to Earle (Henry M.) about this time? Why, because the contract, as a matter of law, ceased to exist by reason of the death of William E. Earle. And an additional reason seems apparent for the writing of these letters to H. M. Earle by reason of the fact that about that time, as shown by the testimony of Mr. Pickett and Mr. Curtis—*i. e.*, subsequently to the death of William E. Earle, but shortly thereafter—Congress had made an appropriation for the payment of some of these claims. This bill was subsequently vetoed by President Cleveland. That act of Congress renewed the interest of the complainant

in this matter; so long as there were no appropriations, so long as there was nothing to be dealt with, except the contentions which they had had with William E. Earle, there was no business between the estate of William E. Earle and the complainant; but the moment that something occurred which revived the interest, to wit, an appropriation bill, we find that Mr. Waggaman's interest is aroused, and it goes asleep again from that date until the 3d day of March, 1899, when Congress appropriates for the payment of these claims. And between these dates, to wit, the date of William E. Earle's death and the date of the appropriation of 1899, which bill was signed by President McKinley and became a law, and the money became available, we do not hear of any demands on the part of the Caustin estate, or this administrator, for an accounting. Now, is there any explanation of this delay? Is there any possible reason that can be given for this failure to call upon the Earle estate for an accounting; and, if there is, has it been given, or has there been any suggestion made by any testimony, or any fair inference deducible from the testimony, which will explain it? We submit there is none. While the other party to that contract has lost by death the one witness who could have taken the *stand and testified to the absolute necessity in his opinion, in the opinion of the man who*, under the terms of the contract, had the discretionary power to determine what was or was not necessary to be done for the interests of his clients; the benefit of having shown by the testimony of this gentleman his reasons for employing special attorneys; the services which they rendered, and the value of these services to him; and to show whether or not he was called upon by the claimants to employ additional assistance if necessary, or demanding that he should employ additional assistance to secure the payment of these claims. Those letters of Waggaman's to H. M. Earle, which the two letters from H. M. Earle are replies to, I submit, were sent out as feelers, to use a common expression, to ascertain whether

there was any reason to apprehend that those representing the estate of William E. Earle would take advantage of his death and refuse to carry out the contract in the future.

All of the above and a great many additional reasons might be urged to show the disadvantage that the defendant is put under by reason of this uncalled-for, unnecessary, unexplained, and unreasonable delay in demanding an account and contesting payments made in 1891. We most strenuously contend that from the above facts set out and the above reasons given the doctrine of laches is applicable to this cause, not only as to these payments, which were allowed and excepted to by the complainant in his sixth, seventh, and eighth exceptions, but, in addition thereto, those payments which were found by the auditor as having been made by William E. Earle, but disallowed for the reason that he, the auditor, *determined as a matter of law were not such services as contemplated under the terms of the contract, and were from the evidence subject to the criticism of complainant and termed "lobbying services."*

To show to this court that the auditor clearly erred in dividing these different payments to the special counsel into two classes, we desire to briefly direct the court's attention to the following testimony of Mr. Curtis and Mr. Pickett. We find a credit claimed in the account of Henry M. Earle of two hundred dollars to H. W. Worthington disallowed by the auditor as "lobbying;" yet the testimony shows that Mr. Worthington was a lawyer and member of the bar. The testimony of Mr. Curtis and Mr. Pickett in the pages heretofore referred to clearly shows that he was a lawyer, and he rendered the same character of services as the other gentlemen—C. R. Shelley, one thousand dollars, disallowed. The testimony above referred to shows that this gentleman was a lawyer and a member of the firm of Shelley & Butler, and he rendered the same character of services as all the other special attorneys. H. D. Mooney, one thousand dollars. Services identical, so far as the testimony shows, with those

gentlemen, payments to whom the auditor has allowed a credit for. Frank T. Morgan, of the same character; not a scintilla of testimony to the contrary. This gentleman was paid one hundred and fifty dollars. Robert P. Bradford, thirty-six hundred dollars; same character of services rendered by him as by those whom the auditor allowed a credit for. Walter S. Hutchins; not a scintilla of testimony except to the effect that this gentleman rendered the same kind of services. It is true the record does not show that Hutchins was a member of the bar, but there is no evidence to the contrary. This gentleman was paid fifty-two hundred dollars. And there is one other, to wit, William McAdoo, who was paid one hundred dollars, and there is no apparent reason for disallowing this item. It was not for services as a special attorney, and does not even come in the same category with the other gentlemen. Mr. Pickett testifies on page 74: "The payment to Mr. McAdoo was made as compensation for having Mr. Earle retained in some cases. It was part of the fee." Here, in this instance, the auditor disallows the right to Mr. Earle to pay other counsel a portion of his fee for securing cases for him, Earle.

When a claim is so stale that justice cannot be done both sides, it will not be recognized in a court of equity, seems to be so well-settled law. The authorities are also plain that where a claimant would be barred by the statute of limitations, even though the statute is not pleaded as a bar to the claim, courts of equity will not enforce payment.

In *Cummings vs. Baker*, 169 U. S., 189, a case which seems to be directly in point, although the statute of limitations was specially pleaded, the court expressly bases its decision upon two grounds. The court on page 206 says:

"Apart, however, from the bar of the statute of limitations, the facts as to the full knowledge of the fraud, if any existed, by Cummings more than three years before the filing of his bill and his conduct after he obtained it, his permitting Baker to go on and prosecute the claims, as if they

were his own, bars Cummings from invoking a court of conscience to put him in a much better position than he could possibly have occupied if he had spoken and asserted his rights in due season."

Then again, on page 209, the court, in conclusion, says:

"Because we rest our conclusions upon the application of the bar of the statute and the laches of Cummings, we must not be considered as intimating that we conclude that there was either clear and convincing proof or even a preponderance of proof, that the sale was as claimed by Cummings."

Richards *vs.* Mackall, in 124 U. S., 183, was a bill filed for an accounting for rents and profits of certain lands which had been in litigation for a great number of years, and the court there said, quoting from one of its former decisions:

"To let in the defense that the claim is stale and that the bill cannot therefore be supported was not necessary that a foundation be laid by any averment in the answer of the defendants. If the case, as it appears at the hearing, is liable to objection by reason of the laches of the complainant, the court will, upon that ground, be passive and refuse relief. In the latter case (referring to the case of Sullivan *vs.* Portland R. R. Co., 94 U. S., 811) it was said that equity would sometimes refuse relief where a shorter time than that prescribed by the statute had elapsed without suit" (p. 188).

In Richards *vs.* Mackall and the case in 94 U. S. the court of its own motion invoked the doctrine of laches without any such question having been argued or presented at the trial court, and I submit the doctrine above cited is clearly applicable to the case at bar.

## SECOND.

The second proposition about which I desire to address myself is that contained in the defendant's second exception to the auditor's report, the defendant claiming a credit of \$15,164.78 paid to Messrs. Curtis and Pickett under the

terms of the contract with them dated November 13, 1894, the auditor having cut this item down to one-half of said amount.

To fully realize the position of the Earle estate in this matter it is necessary to consider the then status of the French spoliation cases in which Mr. Earle had been acting as attorney and upon which was the basis of the contract with the Caustens.

The Earle estate were not attorneys-at-law, and could not represent the claimants as his successors in the Court of Claims, but they could do something; they could employ other attorneys to complete Mr. Earle's work. But were they bound to do this for the benefit of the Caustens or any one else? I think not; and if they did do it, was not the amount paid to the other attorneys out of Earle's fees a proper cost and charge?

Mr. Curtis says (Rec., pp. 89 to 94) that Mr. Earle having died the various clients were clamorous for their cases to be proceeded with, and to prevent other attorneys getting hold of the cases on account of his death he and Mr. Pickett entered into correspondence with the various clients, and contracts and powers of attorney were given to them and Henry M. Earle. Mr. Henry M. Earle was not then administrator of his father's estate at the time that these contracts were entered into. What was to prevent other attorneys from continuing the prosecution of these cases by contracts with Earle's clients? We submit, nothing, except that they were prevented from doing so by reason of the activity of Messrs. Curtis and Pickett, who recognized the fact that under the rules of the Court of Claims any one who should make a contract with a claimant who had been formerly represented by William E. Earle, would be required to enter into some equitable agreement with the Earle estate to pay said estate for the services performed by the said Earle, entered into this contract of the 13th of August, 1894.



The character of the contract entered into by Messrs. Curtis and Pickett with the claimants will be seen by reference to the contract of John C. Ropes, administrator of Thomas Amory, which gave Curtis and Pickett a lien on the warrants and drafts for the sums recovered from the Government. They, Curtis and Pickett, in this way prevented a great deal of litigation which otherwise would necessarily have arisen with other attorneys who would have secured the cases.

A fair instance of what would have occurred did occur in what is known as the "Baltimore claims." These claims were prosecuted under a contract with John and David Stewart, John E. Semmes, Robert Riddle Brown, and Frank P. Clark, on one part, and Mr. Earle on the other. These Baltimore gentlemen representing a large number of estates, either as counsel or as administrator, who were interested in claims, entered into a contract with William E. Earle to prosecute the claims and all other claims which they should secure, Earle to pay all the expenses and perform all the legal services in relation to the prosecution. The second paragraph of the agreement is as follows, and is in the following language:

"That the party of the first part (Earle) covenants to take charge and control of all claims included under this agreement and to prosecute the same before the Court of Claims or before any of the departments of the United States Government, or before Congress, or before any officer, commission or tribunal especially authorized to take cognizance of said claims or any other diplomatic negotiations that may be deemed best for the interests of said claimants, and shall bear all charges and other expenses that may be incurred in so prosecuting said claims \* \* \*" (Rec., p. 148).

An additional provision of said agreement was to the effect that all contracts made by these several attorneys with claimants should be made in the joint name of Earle and one of the other parties. Earle having died when the ap-

appropriation of 1899 was made, these gentlemen came forward and claimed that the Earle estate was only entitled to a *quantum meruit*, and they were the surviving attorneys under the contract with the claimants, and they were entitled to secure the draft and enter their appearance in the Court of Claims for the claimants and secure the money and they would pay Earle only a *quantum meruit*, as he had not completed the services called for under the agreement with them, nor completed the services called for under the agreements with the claimants; that he had only prosecuted to the point of the findings of the Court of Claims and had not secured the appropriation. This necessitated the filing of a suit in equity and enjoining these several attorneys from entering their appearance in the Court of Claims or from in any way collecting these drafts. By mutual agreement the case was decided by arbitrators, being the Hon. A. S. Worthington and the Hon. Henry E. Davis, of this bar. In that litigation the complainant in this case intervened and the submission to arbitrators he acquiesced in, and the finding of these arbitrators, marked "Exhibit E, January 10th, 1902, No. 2," places the burden upon the Earle estate to employ attorneys to continue the prosecution of the cases, and recognized this contract that was made by Henry M. Earle with Messrs. Curtis and Pickett, and recognized the very valuable services rendered by these gentlemen in securing the appropriation five years subsequent to Mr. Earle's death. By the reason of the death of William E. Earle and notwithstanding the fact that the Earle estate was charged with employing counsel to assist with the further prosecution of the cases, the findings materially reduced the proportion of the fees Earle would have been entitled to under the contract.

These contentions were obviated in cases other than those under the Baltimore agreement because Messrs. Curtis and Pickett had secured these contracts with the claimants individually.

By a careful reading of the auditor's report upon this point it will be seen that he failed to appreciate the fact that Messrs. Curtis and Pickett, by reason of their contracts with the claimants, had a lien on the fund, and he failed to further appreciate the fact that under the terms of the contract made by Earle with them, they, Curtis and Pickett, were to pay three-tenths of all the expenses incident to the prosecution, which covered a period of over five years, and the honorable gentleman who is the auditor of the court below seemed to think there was very little to be done subsequent to the finding by the Court of Claims. Yet, from the testimony of Mr. Curtis and from the evident fact that it took five years after Earle's death to secure the appropriation of 1899, that the securing of an appropriation was no easy work. Besides that, we have the controversy between William E. Earle in his lifetime and the Causten people as to what it was necessary for him to do in the way of expending money for other attorneys associated with him before he was able to secure the appropriation of 1891. William E. Earle secured findings of fact in a large number of claims as early as 1886, one year subsequent to the date of the act certifying the cases to the Court of Claims. These findings of fact, which the counsel for the complainant and the auditor seem to think was all that was necessary to be done, required six years for Mr. Earle with the assistance of others, before they secured an appropriation by Congress to pay them. That securing an appropriation was no child's play is further evidenced by the fact that in 1895 President Grover Cleveland vetoed the appropriation bill which provided for their payment.

Securing the appropriation was not all the work necessary for these gentlemen to do. All these facts were well known to the claimants when they entered into the new contract with Messrs. Curtis and Pickett, and well known to Henry M. Earle when he entered into the contract with Curtis and Pickett. The act of Congress of January 20, 1885, 23d

Statutes at Large, which referred these cases to the Court of Claims, expressly provided that the action of the Court of Claims shall not be binding upon Congress, and the appropriation act of 1899 shows there was considerable additional work to be done before the claimants could realize upon the appropriations made. Under the provisions of this act the claimants were required to file a motion in the Court of Claims and secure a certificate to the Secretary of the Treasury that the administrator did in fact represent the living next of kin. Upon filing these motions Mr. Curtis says they were required to take many depositions to establish the fact that the administrator did represent the living next of kin, and that such kin were living at the time of the passage of the act. He further states that they required him to take several trips to New England and other parts of the country to take depositions to establish these facts, and then, after securing said depositions, they were required to argue the motions before the Court of Claims.

Another proviso to the act of Congress was that it must be shown that the administrator had given good and sufficient security. This, according to Mr. Curtis, required also considerable work, owing to the fact that the orphans' and probate courts throughout the country refused to grant the character of certificates required by the accounting offices of the Treasury. Another proviso to said act required the claimants to show affirmatively that the claims were not held by assignment or by any insurance company. In one large case in particular (the case of Peter C. Brooks) the Treasury Department held that there had been an assignment and refused to allow it. This required a special act of Congress to get this particular claim paid. The Treasury Department then raised the question as to whether there were debts due the United States Government by the original claimants on account of unpaid duty bonds that had been given away back in 1820, many of these bonds having been found outstanding on the books of the Treasury. This required resistance and

written and oral arguments before the Comptroller of the Treasury (Mr. Curtis' testimony, Rec., pp. 89 to 94). These claims, which were paid under the act of 1899, were identical with the claims which were in the appropriation bill of 1895 or 1896 that was vetoed by President Cleveland, and when the appropriation had been vetoed by President Cleveland the general impression was that all future appropriations would be doomed. But these gentlemen were persistent in their efforts, and through their persistency they secured the appropriation of 1899.

This is what the Earle estate did to secure the appropriations.

Now, what did the Causten administrator, subsequent to Mr. Earle's death, do, knowing the character of the contracts he (Earle) had with the claimants, knowing that they were based upon contingent fees, and that Earle was charged with paying the costs of prosecuting the cases? Did he come forward and suggest any plan? The testimony shows he did not. Did he ascertain what the Earle estate was doing? He did in a certain way. He knew or should have known, and the law assumes that he did know, that the Earle estate had employed Messrs. Curtis and Pickett, and that Messrs. Curtis and Pickett had entered into these contracts with the claimants. He had every opportunity to ascertain it. The books were open to his inspection, and the contracts were there in the office, and yet he never opens his mouth one way or the other as to the terms of the contract made with Curtis and Pickett for the continued prosecution of those cases, nor does he contend, until this case comes into court in 1901, seven years after the making of the contract with Messrs. Curtis and Pickett, that it was unfair and unreasonable and the value of the services rendered by them not commensurate with the fees they would receive. Yet these gentlemen all during these seven years were laboring to secure an appropriation, advancing money to pay the costs, and after they secured the appropriation continued to labor to realize thereon.

The fund in hand is realized by virtue of the contracts made by these gentlemen with the claimants. Can the complainant now be heard to say in a court of equity that the costs of securing this fund—the cost of paying the attorneys who entered into the contract with the claimants for the benefit of the Earle estate so that there would be a fund realized—is not a proper and legitimate expense to have been paid by the Earle estate?

It is inequitable and unjust for a court, I respectfully submit, to cut down this credit of \$15,000 claimed by this insolvent estate as a payment made to attorneys for the valuable services they rendered in securing the appropriation of 1899.

In conclusion, I respectfully submit that the court below erred in refusing to sustain defendant's several exceptions to the disallowance of the credits claimed by him in his account, and that the estate of William E. Earle should be given credit therefor.

JOHN C. GITTINGS,  
*Attorney for Henry M. Earle, Administrator*  
*d. b. n. c. t. a. of Estate of William E. Earle.*



APR 12 1905  
*Henry W. Rodgers*  
*for Appellant*  
**Court of Appeals, District of Columbia.**

**APRIL TERM, 1905.**

**No. 1422.**

**THOMAS E. WAGGAMAN, ADMINISTRATOR, &C.,  
APPELLANT,**

*vs.*

**HENRY M. EARLE, ADMINISTRATOR, &C.**

**No. 1423.**

**HENRY M. EARLE, ADMINISTRATOR, &C., APPELLANT,**

*vs.*

**THOMAS E. WAGGAMAN, ADMINISTRATOR, &C.**

**BRIEF ON BEHALF OF THOMAS E. WAGGAMAN,  
ADMINISTRATOR.**

**W. J. MILLER,**

**S. T. THOMAS,**

**M. J. COLBERT,**

**IRVING WILLIAMSON,**

*For Appellant in No. 1422 and Appellee in No. 1423.*





# Court of Appeals, District of Columbia.

APRIL TERM, 1905.

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No. 1422.

THOMAS E. WAGGAMAN, ADMINISTRATOR, &C.,  
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*vs.*

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**BRIEF ON BEHALF OF THOMAS E. WAGGAMAN,  
ADMINISTRATOR.**

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I.

STATEMENT OF CASE.

One James H. Causten, deceased, at the time of his death was the owner of certain valuable papers relating to what are known as the "French spoliation claims" against the

United States under the treaty between the United States and France. After Mr. Causten's death, which occurred many years ago, Thomas E. Waggaman was appointed his administrator, and Mr. William E. Earle, a lawyer of this city, now also deceased, being desirous of using the papers in cases in which he was interested before the Court of Claims, to which tribunal Congress had referred the spoliation claims for adjudication, entered into a contract with Mr. Waggaman (Rec., pp. 5, 6,) by which the latter agreed, for the consideration named in the contract, to give the use of these papers to Mr. Earle, which was accordingly done.

The Court of Claims decided a large number of the spoliation cases from time to time, and certified the same to the Secretary of the Treasury, who in turn reported the same to Congress, and Congress thereafter made appropriations to pay the claims adjudicated by the Court of Claims.

According to the terms of the contract between Waggaman and Earle the latter was to pay to Waggaman 25 per cent. of all the fees which he (Earle) should receive on account of these claims "after deducting the proper expenses incurred by him, since the passage of the act of Congress referring said cases to the Court of Claims, in the prosecution of said French spoliation claims, such as clerk hire, printing, advertising, office rent, and the compensation of other attorneys necessarily associated with him and in whose compensation said Earle does not share." The contract further provided that settlements should be made every six months and the proportionate part of the fees paid to the administrator, which, however, was never done. A bill in equity was thereupon filed by Waggaman against the administrator of Earle's estate for an accounting of the fees received and the disbursements made by Earle under his contract.

Upon the coming in of the answer the cause was referred to the auditor to state the account between the parties. The auditor took testimony, made up his report and filed the same (Rec., pp. 11-21). The auditor found that there was

due to the complainant by reason of the premises the sum of \$7,462.20 (Rec., p. 17), and to his findings both parties took exceptions, which the justice holding the equity court overruled on both sides and confirmed the auditor's report, and from the decree of the equity court both parties duly appealed to this court.

## II.

### ASSIGNMENTS OF ERROR.

1. The court below erred in not sustaining the complainant's first exception, because the claim of \$3,448.17 for office rent from August 1, 1885, to August 1, 1893, should not have been allowed to the defendant.

2. The court below erred in not sustaining the complainant's second exception, because the sum of \$18,332.15 for other office expenses to July 15, 1893, should not have been allowed to the defendant.

3. The court below erred in not sustaining the complainant's third exception, because the sum of \$1,993.39 for office expenses from July 15, 1893, to November 1, 1900, should not have been allowed to the defendant.

4. The court below erred in not sustaining the complainant's fourth exception, because the sum of \$6,150 for clerical services of William T. S. Curtis should not have been allowed to the defendant.

5. The court below erred in not sustaining the complainant's fifth exception, because the sum of \$10,400 for clerical services of T. J. Pickett should not have been allowed to the defendant.

6. The court below erred in not sustaining the complainant's sixth exception, because the allowance of \$2,000 to Omar D. Conger & Son for professional services before the committees of Congress should not have been made.

7. The court below erred in allowing the item of \$2,500 to P. B. Thompson for similar services.

8. The court below erred in not sustaining the complainant's eighth exception, because the allowance of \$2,000 to Dudley & Michener should not have been made.

9. The court below erred in not sustaining the complainant's ninth exception, because the allowance of \$200 to L. B. Clark should not have been made.

### III.

### ARGUMENT.

We shall contend on behalf of the appellant in case No. 1422 that none of the alleged charges complained of should be allowed under the contract as against the claim of the Causten estate under the Waggaman contract to 25 per cent. of the fees collected by Earle.

#### 1.

#### *As to the Item of \$3,448.17 for Office Rent.*

This item covers the period from August 1, 1885, to August 1, 1893, a period of eight years, or ninety-six months, making the office rent charged by Earle at the rate of \$35.96 per month. Mr. Earle was a lawyer in active practice, a member of the bar of the Supreme Court of the United States, the supreme court of the District of Columbia, and the Court of

Claims, and he was in general practice before these courts and the executive departments of the Government. It appears from the record (p. 67) that Earle's entire office rent was only \$45 per month, and to charge the Causten contract more than two-thirds of this expense for the custody of these records is a gross injustice. There is no sufficient proof that \$35.96 per month was a reasonable charge to be made against this contract, or that it was a proper proportion of the entire rent which Mr. Earle paid for his offices. We respectfully submit that if any office rent should be charged at all under the terms of the contract, certainly not more than one-half of the amount actually charged should have been allowed.

## 2.

*As to the Items of \$18,332.15 and \$1,993.39 Charged for  
" Other Office Expenses."*

We confidently submit that these erroneous items of expense should not have been allowed. These expenses do not cover the charges of other attorneys for services; they do not include clerk hire, office rent, or the other expenses mentioned in the record. The entire amount received by Mr. Earle in the shape of fees was \$88,922.34, and these so-called " other office expenses " amount to about 25 per cent. of the total amount collected. We submit there is no sufficient proof in the record to justify the allowance of this item.

It has been proved in this case that Mr. Earle received in fees approximately \$89,000. Of this amount the Causten estate under its contract is entitled to receive one-fourth, and the burden of proof is upon the defendant to show by competent and proper evidence that this amount has been reduced by legitimate expenses for clerk hire, office rent, and other necessary expenses. It is not for the complainant to disprove these charges or to accept any statement that may

have been rendered in connection therewith ; that the burden of proof is upon the defendant to show by satisfactory proof that he actually paid the charges ; that they were necessary and proper in the prosecution of these claims, and that the charge is correct, and we submit an examination of the record will show that there is no sufficient legal proof to justify the two items now referred to.

## 3.

The fourth assignment of error relied upon by the Causten estate is that the court below erred in sustaining the fourth exception of the complainant relating to the allowance of the credit to Mr. Earle of \$6,150 allowed to Mr. Curtis for clerical service (Rec., p. 17), and we respectfully submit that this exception should have been sustained. Mr. Curtis in his testimony (Rec., p. 55) says that shortly after the passage of the act Mr. Earle engaged his services to assist in the prosecution of the French spoliation cases ; that he had been a member of the bar for some years and had considerable experience. He says that in the beginning his arrangement with Mr. Earle was a verbal one, and that it was afterwards reduced to writing, the substance of the verbal arrangement being the same as that of the written contract. Mr. Earle agreed to give him \$50 a month in cash and \$100 additional per month to be paid out of the first moneys received on account of these claims. He further testified that he began the work of blocking out and preparing the petitions to be filed in the Court of Claims, and that he devoted practically his entire time for many years to the preparation of the cases and preparing petitions, in procuring the necessary data by searching the records of the State Department, the United States custom-house, and the cost of records themselves. A copy of Mr. Curtis' contract appears in the record at page 179. From said contract it appears that he was to receive \$50 per month in cash on the 15th of each

month, and an additional payment of \$50 per month beginning from November 15, 1885, and the said additional payment of \$50 over and above the cash payment of \$50 to be paid by Earle out of the first fees received by him, making the entire compensation of Mr. Curtis \$100 per month. This contract was executed by Earle and Curtis on January 5, 1886. On cross-examination (Rec., p. 62) Mr. Curtis states that he worked for Mr. Earle until the spring of 1893; Congress had failed to make any appropriation, and that his work in those particular cases stopped. He says that it was agreed mutually between them that he should charge nothing for his services after that date. He further testified that he had desk room in the office after that time, but paid very little rent, and that he did very little other business while with Mr. Earle. We respectfully submit that the above charge of \$6,150 solely against the fees allowed under the contract as to the Causten papers should not be allowed. It is manifest from the record that Mr. Earle had many other claims in which the Causten papers played no part, and yet he has charged the whole sum of \$6,150 for Mr. Curtis' services to the Causten contract, which we submit is manifestly unjust and improper.

## 4.

The Causten estate further contends that the allowance of \$10,400 alleged to have been paid to Mr. Pickett for his services is improper and should not be allowed. Mr. Pickett says that he has rendered services in this case as a clerk in Mr. Earle's office until he was admitted to the bar; that he was then retained as associate counsel and argued some of the cases in the Court of Claims; that his duties consisted of searching the records to find data upon which to file suits; that he searched the records in the Treasury Department and the Congressional records, assisted in getting various other records, and did the general duties of clerk in the office. His arrangement with Mr. Earle was not in writing. He was paid \$100 a month. Prior to accepting his posi-



tion he was getting \$60 a month. On cross-examination (Rec., p. 74) that the amount of this particular allowance to him was for clerical services up to the time he was admitted to the bar. He went to Mr. Earle's office in June or July, 1885, and he stayed with him until his death, except during a period of several months, and after the appropriation act of 1891 he returned to Mr. Earle. This seems to be all the evidence upon this point in regard to this particular proposition. So that we have a case where for clerical services we have \$16,550 charged, or \$2,068 per year for eight years, from 1885 to 1893, charged against the Causten contract, and this exclusive of the other enormous charges and disbursements alleged to have been made by Mr. Earle under the terms of this contract. We respectfully submit that there is no proof in the record sufficient to satisfy the court that these disbursements were fairly contemplated by the Causten contract, and it came within the scope of its provisions.

## 5.

We further contend that the court below erred in not sustaining Mr. Waggaman's sixth exception to the auditor's report (Rec., p. 188), which allowed Mr. Earle's estate \$2,000 for payments to O. D. Conger & Son, for legal services before the committees of Congress. We have in this case the remarkable spectacle of the following charged for alleged services paid :

1. O. D. Conger & Son.....	\$2,000
2. Philip B. Thompson.....	2,500
3. Walter S. Hutchins.....	5,200
4. Frank P. Morgan.....	150
5. H. Worthington.....	2,000
6. W. H. McAdoo.....	100
7. H. D. Money.....	1,000
8. Robert H. Bradford.....	3,608.05
9. Dudley and Michener.....	2,000
10. C. S. Shelley.....	1,000
<b>Total.....</b>	<b>\$19,558.05</b>

What these services were, whether they were strictly legal services, such as a lawyer might properly render before the committees of Congress, or whether the work done was what is commonly called "lobbying"; what the extent or nature of these services were, whether the compensation charged was reasonable or otherwise, nowhere appears. It is true that at the time the testimony in this case was taken before the auditor Mr. Earle was dead, but nearly all and perhaps all of the persons to whom these enormous sums were paid were in existence and could readily have been called to show the nature of the services, the amount of work done, and some testimony could have been adduced to satisfy the court that these amounts were reasonable and proper to be charged against the Causten estate. Mr. Earle, of course, out of his own funds, could have paid his own attorneys and agents any sum that he pleased, but in attempting to charge one-fourth of such payments against the Causten estate the burden was on him to satisfy the court by clear and convincing proof that these were proper and correct charges. There is no witness who testified as to the exact nature of the services rendered, the amount of work done, or the proper value of such services. Mr. Pickett in his testimony (Rec., p. 73) says he knows of his own knowledge that Conger & Son filed some printed briefs, and he supposed that they were filed before the Committee on Claims in Congress. He says further that he does not recall any particular time that Mr. Thompson made any oral argument before the committee; that he does not know Mr. Walter S. Hutchins, and did not even know whether or not he was a lawyer, and that he had no knowledge whether he ever made any oral argument before Congress, and the only testimony that appears anywhere in this record is that these various sums of money were paid to these various attorneys or agents, and even the evidence of the complainant has disappeared. No checks or stubs are produced, no voucher is filed, and no oral testimony of any

kind is adduced to show the nature or propriety of the charge, although living witnesses were at hand who could have supplied any loss of written documents. In this same connection Mr. Curtis testified that Mr. O. D. Conger was formerly a Member of Congress, and had been United States Senator, and was a practicing lawyer; that he, Curtis, knew of the payment of \$2,000 to Conger; but this is the extent to which the testimony on behalf of the Earle estate goes, which, we submit, is entirely incompetent to charge the Causten estate with the burden of these extravagant and unauthorized expenditures. In this connection the testimony of Mr. Schriver is important. He says (Rec., p. 71,) that he had a conversation with Mr. Earle in his lifetime, and that Mr. Earle told him that he had spent \$24,000 in promoting the French spoliation claims, and asked the witness if the Causten estate would agree to bear one-fourth of the expense. This clearly indicates that Mr. Earle at that time had no idea or thought that these expenditures were to be charged against the Causten estate, and there was no agreement on the part of the Causten heirs to bear any portion of the expense and no suggestion that the proposition made by Mr. Earle would be agreed to. We submit that there is no legal evidence that Conger & Son ever made any arguments before any committee of Congress or ever rendered any services worth the sum of \$2,000. There was no necessity for preparing such arguments on the question of the liability of the United States with regard to the French spoliation claims. Congress had referred these claims to the Court of Claims to be adjudicated, and that court had found that the United States was indebted to the claimants and had the certificate of its findings through the Secretary of the Treasury to Congress; hence there was no necessity for argument to show the liability of the United States. There was no evidence that Conger & Son, or either of them, appeared before the committees of Congress and submitted a brief or argued any

proposition pending before any such committee. If such a brief was prepared and filed why was it not produced in evidence? It may be that Senator Conger is dead, but his son is still living, and yet he was not called as a witness. He could have shown what services his firm had rendered in the committees of Congress. He surely could have produced a brief or a copy of it if any brief had been prepared by his firm. We respectfully submit that the claim of \$2,000 to Conger & Son should not have been allowed. With regard to the payment of \$2,500 alleged to have been paid to Philip B. Thompson, we respectfully submit that this claim stands on precisely the same basis as that of the one just discussed. There is nothing to show what services Mr. Thompson rendered, or what was the value of those services. Mr. Pickett says that he could not recall any particular cases on which Mr. Thompson made any oral argument before any committee of Congress, but that he, Pickett, had no doubt that he did so. He simply says that Mr. Thompson assisted in the prosecution of the claims, and that he saw him come into Mr. Earle's office, and that Earle gave him checks. For what services the checks were given does not appear. For all that appears in the record it may have been for services having no connection whatever with the French spoliation claims, or with the Causten estate. Mr. Curtiss says that Mr. Thompson went before the committees of Congress and argued questions as to the liability of the United States, but what was the extent of the services or the value of them nowhere appears, and this is substantially all the testimony offered in support of the claim of Mr. Thompson. We respectfully submit that as to this claim of \$2,500 there is no evidence of Mr. Thompson ever rendering any service under the Causten contract, and there is absolutely no evidence as to the value of any such services.

With regard to the item of \$2,000 allowed to Dudley and Michener, it simply appears from Mr. Pickett's testimony (Rec., p. 64) that Dudley and Michener rendered some services, and that they did receive some payments. The evi-

dence does not show what services were rendered by Dudley and Michener before any committee of Congress, and the record does not show that they made any argument or filed any briefs. Dudley and Michener are both lawyers living in this city, both of them could have been called to prove for what services payment of \$2,500 was made, and what was the value of those services, and they could have testified whether the services had any relation to the French spoliation claims, or otherwise. The same argument will apply to the allowance of \$700 to L. B. Clark. There is absolutely no proof in this record, beyond the naked fact that Mr. Clark was employed by Mr. Earle to make searches among the custom-house records in Connecticut and Rhode Island. In this connection Mr. Curtis testified that Mr. Clark assisted Mr. Earle in hunting up manifests and records in the custom-house, which were essential in the prosecution of the spoliation claims. We respectfully submit that such evidence does not show that Mr. Clark rendered these services wholly in behalf of Mr. Earle in connection with the French spoliation claims. Mr. Clark was a competent witness, to show how he was employed, for what purpose and the value of his services. No such evidence was produced, and we submit that the claim should have been rejected.

## 6.

With regard to the exceptions filed by Mr. Earle's estate to the auditor's report, he claims that the items of \$5,200 for Mr. Walter S. Hutchins, and the other items allowed to Morgan, Worthington, McAdoo, Money, Bradford and Shelley, amounting to \$11,258.05, altogether, should have been allowed. The claim of Walter S. Hutchins was disallowed by the auditor. There is no showing that Mr. Hutchins is a lawyer, or that he ever rendered any legal services of any kind or description. There is no showing as to the nature

of the services he did render. Assuming that he was a layman which is undoubtedly the fact, any services that he could have rendered must have been in the nature of "lobbying," which the law condemns. Mr. Hutchins was the son of Stilson Hutchins, and Mr. Curtis says (Rec., p. 61) that he supposes that Mr. Hutchins went before the committees of Congress, but that he did not know that Mr. Hutchins was a lawyer. The evidence does not show what services were rendered or why he should be paid \$5,200. Mr. Hutchins is living in the city of Washington, but was not produced as a witness. It was not incumbent upon Mr. Waggaman to call him as a witness, because the burden of proving the justness and correctness of this charge was upon Mr. Earle's estate. The auditor was clearly right in disallowing this claim.

Another claim disallowed by the auditor was the item of \$150 alleged to have been paid to Frank P. Morgan. The proof upon that subject is as follows:

Mr. Curtis, at page 58 of the record, states that he only knew Mr. Morgan by sight, but had seen him in Mr. Earle's office, but that he did not know what services he had rendered. On page 61 he further stated that he did not know very much about Mr. Morgan.

Mr. Pickett testified that he knew Mr. Morgan, and thinks that Earle paid him \$150; his impression is that he saw Mr. Earle give Morgan a check. On cross-examination Pickett testified that Morgan was employed to assist in the prosecution of the French spoliation claims, and that he was paid the amount charged. He testified further that he did not know any more than that Morgan was employed to advocate the passage of the bill in Congress. He did not know that Morgan was a lawyer, and was not present at any argument that he made or any brief that he may have filed. This is absolutely all the evidence in the record as to the Morgan claim. We respectfully submit that the auditor was right in refusing to allow this item, and that the court did not err in overruling the exception filed by the Earle estate.

Mr. Morgan was a living witness and could have been produced to support the claim if it had been a reasonable and proper one.

Another item disallowed by the auditor was the sum of \$200 alleged to have been paid to H. W. Worthington. Mr. Curtis testified on page 59 of the record that he knew Mr. Worthington, and that Mr. Worthington had assisted Earle, and that Earle had given him money from time to time, the amount of which he did not know. He could not say that he ever came in contact with Mr. Worthington, and could not say that Earle paid him \$200.

Mr. Pickett testified, at page 74 of the record, that he knew Mr. Worthington by sight; that he was not present when Mr. Worthington made any argument or filed any brief before the committees of Congress. There is absolutely no showing as to the nature or value of the services rendered by Mr. Worthington, and the action of the auditor and the court below in rejecting this claim is manifestly right.

The same situation precisely exists with reference to the item of \$100 alleged to have been paid to Mr. McAdoo. There is no showing what the services were or what was their value, or that the services had any connection with the Causten contract.

Another item disallowed by the auditor was the sum of \$1,000 alleged to have been paid to H. D. Money. Mr. Pickett testified that he knew Mr. Money was employed by Mr. Earle, and that he wrote checks to his order on several occasions. On cross-examination he further stated that he had no personal knowledge of any argument made by Mr. Money or any brief filed by him before the committees of Congress. He knew nothing of the alleged payment of \$1,000 to Mr. Money, and gave no testimony as to the nature of the services rendered or their value. This is absolutely all of the testimony in the record bearing on this alleged claim. Mr. Money is a living witness and could have been

produced in support of this claim if the payment was one properly to be charged against the Causten contract.

Another item disallowed by the auditor was the sum of \$3,608.05 alleged to have been paid to Robert B. Bradford. It does not appear in the record that Mr. Bradford was even a lawyer. Mr. Pickett testified that he knew that Mr. Bradford went to the Capitol on a number of occasions, but upon what mission he went does not appear. What services he rendered does not appear, nor does it appear what was the value of such services.

The item of \$1,000 alleged to have been paid to Mr. C. R. Shelley stands in precisely the same situation. Mr. Pickett says on page 75 of the record that the services alleged to have been rendered by Mr. Shelley were "exactly like that of the others."

Mr. Curtis, on page 59 of the record, says that Mr. Shelley appeared before the committees of Congress and argued the legal questions involved in these claims and was often at Mr. Earle's office talking with him and preparing for the presentation of the cases.

This is absolutely all the testimony offered in support of this claim, and the record fails to show that Shelley rendered any legal services whatever, or that the services rendered were properly to be charged for under the terms of the contract between Waggaman and Earle.

It must be apparent from the evidence contained in the record before the court that none of these parties to whom it is alleged these large sums of money were paid rendered any professional services whatever; and the contract itself provides that the only deductions to be made from the fees received by Earle were "the proper expenses incurred by him since the passage of the act of Congress referring the cases to the Court of Claims, such as the compensation of other attorneys necessarily associated with him and in whose compensation said Earle did not share."



Another proposition relied upon by the Earle estate is that the appellant should not be allowed the various sums claimed by him because the claim was barred by limitation and because the appellant Waggaman was guilty of laches; but both of these objections were overruled by the court.

In this case the bill of complaint was filed on the 2d of January, 1901. The first act of Congress appropriating money to pay the French spoliation claims was passed on March 3, 1891, and the second act was passed on March 3, 1899. By the terms of the contract between Waggaman and Earle it was stipulated that "settlement between Earle and Waggaman, administrator as aforesaid, or his successor in office, shall be made every six months, and the proportionate part of said fees due said administrator shall be paid over to said administrator or his successor in office at such settlement."

It appears by the seventh paragraph of the bill of complaint that Mr. Earle agreed with the appellant Waggaman that when the matter was in condition for a final accounting, or when other claims had been paid so as to make a partial accounting, all matters of difference, if not settled by agreement of the parties, could be otherwise adjusted by judicial proceedings; and so the matter stood until the death of Mr. Earle and the appointment and qualification of his administrator.

The appellee in his answer to the above part of the seventh paragraph admits the statement therein contained, to wit:

"That no payment was made to the complainant on account of the same for the reason stated in said paragraph, namely, that it was agreed by and between the said William E. Earle and the complainant that when other fees had been paid so as to make a partial accounting of such matters, all differences would be settled by agreement or otherwise be-

tween the parties, and the defendant admits that the matters thus stood until he was appointed administrator in 1895. He denies positively any settlement of a contract between the complainant and said William E. Earle was demanded at the time alleged or any fees collected until some time subsequent to March 4, 1899."

From these statements it must be manifest that Mr. Earle was to make an accounting of his fees if he collected the fees subsequently to March 4, 1899, and therefore that the statute of limitations could not apply, and certainly no laches could be imputed to the complainant.

The auditor did not allow these defenses, and the court sustained the action of the auditor in this respect. The first appropriation act was in 1891 and the second appropriation act was passed in 1899; but Earle has contended all the way through this case that he never was in a position to make any settlement with the Causten estate until 1899, because up to that time the disbursements had largely exceeded the receipts.

It is a principle of equity that "laches in the assertion or prosecution of a claim is not always sufficient to defeat it. The laches must be such as to afford a reasonable presumption of the satisfaction or abandonment of the claim, or such as to prevent a proper defense by reason of death or the loss of evidence or otherwise" (12 American and English Encyclopedia of Law, first edition, 543).

Lapse of time is permitted in equity to defeat an acknowledged right on the ground only of its affording evidence or presumption that such right has been abandoned. It therefore never prevails where such circumstance is not outweighed by opposing facts and circumstances.

12 Am. & Eng. Ency. of Law, 1st ed., 543.

The matters at issue in this case were continuing obligations on the part of Mr. Earle. He was the agent or trustee of the Causten estate, charged with the duty of paying to

that estate one-fourth of the fees he received. He promised to render an account of fees and disbursements made by him. No fees were collected until after the 4th of March, 1899, and in that condition of the case there could have been no question of laches. There was no formal plea of the statute of limitations and no formal plea of laches. Certainly the oral defense of laches cannot prevail unless there is something in the record to show it. Where the circumstances all tend to show that Mr. Earle himself could have rendered an account or could have had a settlement made at any time, his failure to do so cannot be availed of by him or his representatives as a defense.

We respectfully submit that the exceptions filed by Mr. Waggaman to the auditor's report, as set out in the assignment of errors in this brief, should have been sustained, and that to the extent that those exceptions were overruled the decree of the court below should be reversed.

Respectfully submitted.

W. J. MILLER,

S. T. THOMAS,

M. J. COLBERT,

IRVING WILLIAMSON,

*For Appellant in No. 1422 and Appellee in No. 1423.*

